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PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 19th May 1962

S.O. 1897.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, *failed to lodge any account* of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951 on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Praduman Singh, Village Mahadeva, P.O. Siwan, District Saran.	Siwan.

[No. BR-P/5/62(25).]

S.O. 1898.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in the corresponding entry in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, *failed to lodge any account* of his election expenses and will accordingly become subject to the disqualification under clause

(c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Mahtab Lall Singh, Vill. Mahuli, P.O. Kothia, Distt. Patna.	35-Patna.

[No. BR-P/35/62(18).]

New Delhi, the 9th June 1962

S.O. 1899.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, *failed to lodge his account of election expenses within the time required by law* and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Kamble Bapu Chandrasen, Maharashtra Housing Board, Tenaments Bldg. No. 11, Plot 174, Worli, Bombay-18.	Bombay City Central South.

[No. MT-HP/2/62(8)/45804.]

By Order,
V. RAGHAVAN, Under Secy.

New Delhi, the 4th June 1962

S.O. 1900.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, *failed to lodge his account of election expenses within the time required by law* and will accordingly become subject to the disqualification under clause

(c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri Kishormal, Bhimganjmandi, Kota, Rajasthan.	Jhalawar.

[No. RJ-P/11/62(8).]

By Order,
K. K. SETHI, Under Secy.

New Delhi, the 12th June 1962

S.O. 1901.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in column 2 thereof, at the election held in 1962 has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule *failed to lodge his account of election expenses in the manner required by law* and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

SCHEDULE

Name and address of contesting candidate	Serial No. and name of constituency
1	2
Shri M. Shivalingaiah, Advocate, No. 1, Model House Street, Basavanagudi, Bangalore-4.	23-Bangalore.

[No. MY-HP/23/62(5)/45644.]

New Delhi, the 15th June 1962

S.O. 1902.—Whereas the election of Shri Sita Ram as a member of the Council of States by the elected members of Uttar Pradesh Legislative Assembly has been called in question by an election petition presented under Part VI of the Representation of the People Act, 1951 (43 of 1951) by Shri Daryodhan, son of Shri Charan, M.L.A. (U.P.), village Bhitauli, P.O. Bhitauli, District Gorakhpur;

And whereas the Election Commission has caused a copy of the petition to be published in the Official Gazette and has served a copy thereof by post on each of the respondents under sub-section (1) of section 86 of the Representation of the People Act, 1951 (43 of 1951);

Now, therefore, in exercise of the powers conferred by sections 86 and 88 of the said Act, the Election Commission hereby appoints Shri Gursaran Das Sahgal, District Judge, Kanpur, as the member of the Election Tribunal for the trial of the said petition and Kanpur, as the place where the trial of the petition shall be held.

[No. 82/348/62.]

By Order,
C. B. LAL, Under Secy.

New Delhi, the 18th June 1962

S.O. 1903.—In exercise of the powers conferred by sub-section (1) of section 13-A, of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Madras, hereby nominates Shri Ghulam Md., Badsha, I.A.S., as the Chief Electoral Officer for the State of Madras with effect from the afternoon of the 6th June, 1962, *vice* Shri S. P. Srinivasan, transferred.

[No. 154/7/62.]

By order,

K. S. RAJAGOPALAN, Secy.

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 11th June 1962

S.O. 1904.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to Sri Mayuram Bank Ltd., Mayuram in respect of the property held by it in Tirubuvanam Village, Kumbakonam Taluk, Tanjore District till the 31st December, 1962.

[No. F. 15(4)-BC/62.]

New Delhi, the 12th June 1962

S.O. 1905.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949) and Rule 16 of the Banking Companies Rules, 1949, the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act and Rule 15 of the said Rules shall not apply to the undernoted banking companies in so far as they relate to the publication of their balance sheets and profit and loss accounts for the year ended the 31st December, 1961, together with auditors' reports, in a newspaper.

1. Ajodhia Bank Ltd., Faizabad.
2. Bank of the East (1927) Ltd., Gauhati.
3. Citizens Bank Ltd., Robertsonpet.
4. Derajat Bank Ltd., Amritsar.
5. Frontier Bank Ltd., New Delhi.
6. Karnani Industrial Bank Ltd., Calcutta.
7. Purnea Banking Corporation Ltd., Purnea.
8. Sringeri Sri Sarada Bank Ltd., Sringeri.
9. United Mercantile Bank (Assam) Ltd., Golaghat.

[No. F. 15(6)-BC/62.]

S.O. 1906.—In pursuance of sub-section (1) of Section 53 of the Reserve Bank of India Act, 1934 (2 of 1934) and in supersession of the Finance Department's Notification No. F.3(15)-FI/48, dated the 15th June, 1948, as amended from time to time, the Central Government is pleased to direct that after the 1st July, 1962, the Bank shall prepare and transmit the weekly accounts of the Banking and Issue Departments in forms 'A' & 'B' respectively as annexed hereto.

"A"

Statement of the Affairs of the Reserve Bank of India, Banking Department.
as on the

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up		Notes	
Reserve Fund		Rupee Coin	
National Agricultural Credit (Long-term Operations) Fund		Small Coin	
National Agricultural Credit (Stabilisation) Fund		National Agricultural Credit (Long-term Operations) Fund	
Deposits :—		(a) Loans and Advances to :	
(a) Government		(i) State Governments	
(i) Central Government		(ii) State Co-operative Banks	
(ii) State Governments		(iii) Central Land Mortgage Banks	
(b) Banks		(b) Investment in Central Land Mortgage Bank Debentures	
(i) Scheduled Banks		National Agricultural Credit (Stabilisation) Fund	
(ii) State Co-operative Banks		Loans and Advances to State Co-operative Banks	
(iii) Other Banks		Bills purchased and Discounted :—	
(c) Others		(a) Internal	
Bills Payable		(b) External	
Other Liabilities		(c) Government Treasury Bills	
		Balances Held Abroad*	
		Loans and Advances to Governments**	
		Loans and Advances to :—	
		(i) Scheduled Banks†	
		(ii) State Co-operative Banks††	
		(iii) Others	
		Investments	
		Other Assets	
	Rupees		Rupees

*Includes Cash & Short-term Securities.

**Excluding Loans and Advances from the National Agricultural Credit (Long-term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. advanced to scheduled banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding loans and advances from the National Agricultural Credit (Long-term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Governor

'B'

RESERVE BANK OF INDIA

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the — day of —

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department .			Gold Coin and Bullion :—		
Notes in circulation			(a) Held in India		
TOTAL NOTES ISSUED			(b) Held outside India		
			Foreign Securities		
			TOTAL		
			Rupee Coin		
			Government of India Rupee Securities		
			Internal Bills of Exchange and other		
			commercial paper		
TOTAL LIABILITIES			TOTAL ASSETS		

Dated the..... day of.....

Governor

[No. F. 3(39)-BC/62.]

R. K. SESHADRI, Dy. Secy.

(Department of Economic Affairs)*New Delhi, the 16th June 1962*

S.O. 1907.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 25 of the State Financial Corporations Act, 1951 (63 of 1951), the Central Government hereby notifies the Industrial Credit and Investment Corporation of India Limited as a Financial Institution for which a Financial Corporation may act as agent for the purposes specified in the said clause.

[No. F. 6(16)-Corp/62.]

S.O. 1908.—In exercise of the powers conferred by sub-section (4) of section 7 of the State Financial Corporations Act, 1951 (63 of 1951), the Central Government hereby notifies the Refinance Corporation for Industry Limited as a financial institution from which a Financial Corporation may borrow money.

[No. F. 6(16)-Corp/62.]

M. K. VENKATACHALAM, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 8th June 1962

S.O. 1909.—Statement of the Affairs of the Reserve Bank of India, as on the 1st June 1962.

BANKING DEPARTMENT

Liabilities	Rs.	Assets	Rs.
Capital paid up.	5,00,00,000	Notes	35,05,76,000
Reserve Fund	80,00,00,000	Rupee Coin	7,40,000
National Agricultural Credit (Long-term Operations) Fund	50,00,00,000	Subsidiary Coin	3,17,000
National Agricultural Credit (Stabilisation) Fund	6,00,00,000	Bills Purchased and Discounted :—	
Deposits :—		(a) Internal,
(a) Government		(b) External
(1) Central Government	50,95,46,000	(c) Government Treasury Bills	52,44,87,000
(2) Other Governments	13,07,21,000	Balances held abroad*	8,81,73,000
(b) Banks	89,37,67,000	**Loans and Advances to Governments	103,78,71,000
(c) Others	150,27,66,000	Other Loans and Advances †	122,18,64,000
Bills Payable	37,34,60,000	Investments	192,66,33,000
Other Liabilities	71,35,12,000	Other Assets	38,31,11,000
Rupees	553,37,72,000	Rupees	553,37,72,000

*Includes Cash & Short-term Securities.

**Includes Temporary Overdrafts to State Governments.

†The item, 'Other Loans and Advances' includes Rs. 2,55,00,000/- advanced to scheduled banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

Dated the 6th day of June 1962.

RESERVE BANK OF INDIA

An Account pursuant to the RESERVE BANK OF INDIA ACT, 1934, for the week ended the 1st day of June 1962.

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department .	35,05,76,000		A. Gold Coin and Bullion :—;		
Notes in circulation	2112,61,45,000		(a) Held in India	117,76,10,000	
TOTAL NOTES ISSUED		2147,67,21,000	(b) Held outside India		
			Foreign Securities	92,68,17,000	
			TOTAL OF A		210,44,27,000
			B. Rupee Coin		114,04,08,000
			Government of India Rupee Securities		1823,18,86,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2147,67,21,000	TOTAL ASSETS		2147,67,21,000

Dated the 6th day of June 1962.

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/62.]

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 8th day of June 1962.

ISSUE DEPARTMENT

Liabilities	Rs.	Rs.	Assets	Rs.	Rs.
Notes held in the Banking Department .	19,10,91,000		A. Gold Coin and Bullion :—		
Notes in circulation	2141,30,37,000		(a) Held in India	117,76,10,000	
			(b) Held outside India	
Total Notes issued		2160,41,28,000	Foreign Securities	92,68,17,000	
			TOTAL OF A		210,44,27,000
			B. Rupee Coin		111,77,75,000
			Government of India Rupee Securities		1838,19,26,000
			Internal Bills of Exchange and other commercial paper
TOTAL LIABILITIES		2160,41,28,000	TOTAL ASSETS		2160,41,28,000

Dated the 13th day of June 1962,

P. C. BHATTACHARYYA,
Governor.

[No. F. 3(2)-BC/62.]

A. BAKSI, Joint Secy.

(Department of Revenue)**ESTATE DUTY***New Delhi, the 12th June 1962*

S.O. 1911.—In exercise of the powers conferred by sub-section (2A) of section 4 of the Estate Duty Act, 1953 (34 of 1953) and in partial modification of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 69/F. No. 1/11/61-ED dated the 1st November, 1961, published as S.O. No. 2840 dated the 1st November 1961 in Part II, Section 3(ii) of the Gazette of India dated the 11th November, 1961, the Central Government hereby appoints Shri R. N. Muttoo, a Commissioner of Income-tax as Appellate Controller of Estate Duty with headquarters at Delhi.

2. This notification shall be deemed to have effect from the 14th May, 1962 (afternoon).

Explanatory Note

(This note does not form part of the notification but is intended to be merely clarificatory).

This notification has become necessary due to a change in the incumbent of the post of Appellate Controller of Estate Duty.

[No. 5/F. No. 1/8/62-ED.]

T. R. VISWANATHAN, Dy. Secy.

RESERVE BANK OF INDIA**(Central Office)***Bombay, the 4th June, 1962***DESTRUCTION OF RECORDS (PUBLIC DEBT OFFICE) AMENDMENT RULES, 1962**

S.O. 1912.—In exercise of the powers conferred by sub-section (1) of section 3 of the Destruction of Records Act, 1917, (5 of 1917), read with the Order of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 59, dated the 5th January, 1959, I, the undersigned, with previous approval of the Central Government, hereby make the following amendments to the Destruction of Records (Public Debt Office) Rules, 1959, published with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S. O. 1672, dated the 8th April, 1959, namely:—

1. These rules may be called the Destruction of Records (Public Debt Office) Rules, 1962.

2. In the Schedule to the Destruction of Records (Public Debt Office) Rules, 1959,

(a) for Serial Number 17, and the entries relating thereto, the following shall be substituted, namely:—

“17 Delivery Jotting Books 3 years”;

(b) for Serial Number 34 and the entries relating thereto, the following shall be substituted, namely:—

“34. Inward Diary for ordinary letters 6 years from the date of receipt of last letter entered therein”;

(c) for Serial No. 40, and the entries relating thereto, the following shall be substituted, namely:—

“40 Lost Receipt Case Files 6 years after the date of delivery of the securities to the claimants”;

(d) for Serial Number 80, and the entries relating thereto, the following shall be substituted, namely:—

“80 Third Copy Files 3 years”;

(e) for Serial Number 81, and the entries relating thereto, the following shall be substituted, namely:—

“81. Treasury Irregularities Register	3 years after the settlement of all the irregularities entered therein”.
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[No. F. 5(6)-W & M[62.]

K. N. MEHTA,
Secy., Reserve Bank of India,
Central Office,
Bombay.

CENTRAL BOARD OF REVENUE

ESTATE DUTY

New Delhi, the 12th June 1962

S.O. 1913.—In exercise of the powers conferred by sub-section (2A) of section 4 of the Estate Duty Act, 1953 (34 of 1953) and in partial modification of its notification No. 70/F. No. 1/11/61-ED dated the 1st November, 1961, published as S.O. No. 2644, dated the 1st November, 1961, in Part II, Section 3(ii) of the Gazette of India dated the 11th November, 1961 the Central Board of Revenue hereby directs that with effect from the 14th May, 1962 (afternoon), Shri R. N. Muttou, a Commissioner of Income-tax shall perform the functions of the Appellate Controller of Estate Duty throughout India in respect of:—

- (a) the estates of deceased persons assessed to estate duty on or after the 1st July, 1960;
- (b) the estates of deceased persons in relation to which an appeal lies under section 62 of the said Act.

2. This notification shall be deemed to have effect from the 14th May, 1962 (afternoon).

Explanatory Note

(This note does not form part of the notification but is intended to be merely clarificatory).

This notification has become necessary due to a change in the incumbent of the post of Appellate Controller of Estate Duty.

[No. 6/F. No. 1/8/62-ED.]

T. R. VISWANATHAN, Secy.

INCOME-TAX

New Delhi, the 16th June 1962

S.O. 1914.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Revenue hereby makes the following further amendments in the Schedule annexed to its Notification S.O. 660 (No. 35-Income-tax dated 22nd April 1958), namely:—

In the said Schedule under the sub-head “III-Bihar and Orissa” for the existing entries in column 2 against Ranchi Range, the following entries shall be substituted, namely:—

1. Ranchi Circle, Ranchi.
2. Salaries Circle, Ranchi.
3. Special Circle, Ranchi.
4. Project Circle, Ranchi.
5. Singhbhum Circle Jamshedpur.

6. Hazaribagh Circle, Hazaribagh.

7. Palamau Circle, Daltonganj.

These amendments shall take effect from 23rd June, 1962.

Explanatory Note

NOTE.—The amendments have become necessary due to creation of a separate Income-tax Circle in the charge of Commissioner of Income-tax, Bihar & Orissa.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 27 (F. No. 50/3/62-IT).]

S.O. 1915.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all previous notifications in this regard, the Central Board of Revenue hereby directs that the Appellate Assistant Commissioners of Income-tax of the Ranges specified in column 1 of the schedule below shall perform their functions in respect of all persons and incomes assessed to income-tax or super-tax in the Income-tax Circles, Wards and Districts specified in the corresponding entry in column 2 thereof:—

SCHEDULE

Range	Income-tax Circles, Wards and Districts
1	2
Madras Range.	<ol style="list-style-type: none"> 1. Madras City Circle I. 2. Madras City Circle II. 3. Madras City Circle III. 4. Madras City Circle IV. 5. Madras City Circle V. 6. Madras (Special) Circle. 7. Special Circle, Madras. 8. Salaries Circle, Madras. 9. Foreign Section, Madras. 10. Central Circles I and II, Madras. 11. Special Survey Circle No. I, Madras. 12. Estate Duty cum I.T. Circle, Madras. 13. Madras Special (Central) Circle. 14. Special Investigation Circle A, Madras. 15. Special Investigation Circle B, Madras. 16. Special Survey Circle, Madras. 17. Kancheepuram Circle. 18. Cuddalore Circle.
Madurai Range.	<ol style="list-style-type: none"> 1. Madurai Circle. 2. Estate Duty cum Income-tax Circle, Madurai. 3. Virudhunagar Circle. 4. Tuticorin Circle. 5. Tirunelveli Circle. 6. Nagercoil Circle. 7. Dindigul Circle. 8. Special Survey Circle, Madurai.
Tiruchirapalli Range.	<ol style="list-style-type: none"> 1. Tiruchirapalli Circle. 2. Pudukottai Circle. 3. Karaikudi Circle. 4. Thanjavur Circle. 5. Nagapattinam Circle.

Range	Income-tax Circles, Wards and Districts
1	2
Coimbatore Range.	<ol style="list-style-type: none"> 1. Coimbatore Circle. 2. Special Survey Circle, Coimbatore. (In respect of persons who have their principal place of business in or reside within the jurisdiction of the Coimbatore Circle). 3. Special Investigation Circle, Coimbatore. 4. Estate Duty <i>cum</i> Income-tax Circle, Coimbatore. 5. Erode Circle. 6. Excess Profit Tax Circle, Coimbatore and Erode. 7. Ootacamund Circle. 8. Salem Circle. 9. Estate Duty <i>cum</i> Income-tax Circle, Salem. 10. Vellore Circle.

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle, Ward or District or part thereof is transferred shall, from the date this notification shall take effect, be transferred to and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This notification shall take effect from 18th day of June, 1962.

Explanatory Note

NOTE.—The amendments have become necessary on account of the Reorganisation of the Appellate Ranges in the charge of the Commissioner of Income-tax, Madras.

(This note does not form a part of the notification but is merely clarificatory).

[No 28 (F. No 50/12/62-IT).]

D. V. JUNNARKAR, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 11th June 1962

S.O. 1916.—In pursuance of sub-clause (1) of clause 5 of the Cotton Textiles (Export Control) Order, 1949, the Central Government hereby makes with effect from the 1st July, 1962 the following further amendment in the notification of the Government of India in the late Ministry of Commerce No. 67-CW(25A)/48, dated the 26th March, 1949, namely:—

In the said notification, in sub-paragraph (2) of paragraph 2, for the words beginning with "Provided that" and ending with "sewn to the item or piece", the following shall be substituted, namely:—

"Provided that such markings may, if the producer so desires, be made—

(a) on a piece of cloth securely sewn to the item or piece, in the case of bed-spreads, bed-sheets, bed-covers, chaddars, table-cloths, tea-towelling cloth or furnishing fabrics; or

(b) on a paper label securely attached to the outside wrapping of the bundle, in the case of blankets including cotton waste

blankets packed in bundles each containing not more than six blankets."

[No. 15(19)-Tex(A)/62.]

M. P. ALEXANDER, Dy. Secy.

New Delhi, the 16th June 1962

S.O. 1917.—The Central Government, having considered in consultation with the Forward Markets Commission, the application for recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by The Adoni Oilseeds and Oil Exchange Limited, Adoni (formerly known as the Adoni Groundnutseeds and Oil Merchants Association Ltd., Adoni), and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Exchange for a period of three years from the 23rd June 1962 upto the 22nd June, 1965 both days inclusive, in respect of forward contracts in cottonseed.

2. The recognition hereby granted is subject to the condition that the said Exchange shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[No. 34(8)-TMP/FMC/62.]

T. S. KUNCHITHAPATHAM, Under Secy.

ORDER

New Delhi, the 13th June 1962

S.O. 1918.—In exercise of the powers conferred by Section 5 of the Essential Commodities Act, 1955, the Central Government hereby directs that the power to make orders under clauses (f) and (j) of sub-section (2) of Section 3 of the said Act shall, in relation to any non-ferrous metal to which the Non-Ferrous Metals Control Order 1958 for the time being applies, be exercisable also by the Development Officer (Metals)—Shri C. J. Shah.

This is in supersession of S.O. No. 1397, dated the 12th May, 1962.

[No. 5(2)/MET/62.]

N. CHIDAMBARAM, Dy. Secy.

INDIAN STANDARDS INSTITUTION

New Delhi, the 13th June 1962

S.O. 1919.—In pursuance of sub-regulation (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955 the Indian Standards Institution hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed has been established during the period 1 June to 12 June 1962.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS: 564—1961 Specification for DDT Dusting Powders (<i>Revised</i>)	IS: 564—1955 Specification for DDT Dusting Powders	This standard prescribes the requirements and the methods of test for DDT dusting powders containing varying percentages of DDT, technical (Price Rs. 3.00)

Copies of this Indian Standard are available, for sale with the Indian Standards Institution, Manak Bhavan, 9 Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232 Dr. Dadabhoy Naoroji Road, Fort, Bombay-1 (ii). Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2/21 First Line Beach, Madras-1, and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:2.]

New Delhi, the 15th June 1962

S.O. 1920.—In pursuance of sub-regulation (3) of regulation 3A of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended by Amendment Regulations, 1962, *vide* Govt. of India Gazette Notification No. S.O. 1166 dated 21 April 1962, the Indian Standards Institution hereby notifies that it recognizes the British Standard, the particulars of which are given in the Schedule hereto annexed, as an Indian Standard, designated as IS:2086-1962 Specification for Semi-Enclosed Electric Fuses.

THE SCHEDULE

Sl. No.	Number and Title of the Recognised Standard	Name and Address of the Organisation which prepared and established the standard	Brief Particulars	Remarks
1	2	3	4	5
1	B.S.3036:1958 Semi-enclosed Electric Fuses.	British Standards Institution, British Standards House, 2 Park Street, London, W.1.	This standard relates to low-voltage semi-enclosed fuses, having ratings of 250 volts maximum to earth, and 200 amperes or less, intended for any of the categories mentioned in the standard, both a.c. at 50 cycles per second and d.c., and for use under service conditions not more onerous than those described in the standard (Price Rs. 6.40).	The Institution has taken steps to prepare an Indian Standard on the subject covered by B.S. 3036:1958. As soon as the Indian Standard on this subject is established the recognition given to the British Standard in this Notification will be withdrawn.

Copies of this Standard are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9 Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232 Dr. Dadabhoy Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2/21 First Line Beach, Madras-1, and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:2:1]

C. N. MODAWAL,

Head of the Certification Marks Division.

MINISTRY OF MINES & FUEL

New Delhi, the 6th June 1962

S.O. 1921.—In exercise of the powers conferred by sub-section (4) of section 17 of the Mines and Minerals (Regulation & Development) Act, 1957 (67 of 1957), the Central Government after consultation with the Government of the State of Uttar Pradesh, hereby declares that no prospecting licence or mining lease shall be granted in respect of any land specified in the Schedule to the notification of the Government of India in the late Ministry of Steel, Mines and

Fuel (Department of Mines and Fuel), S.O. 997 dated the 29th March, 1962, and specified in the Schedule below:

SCHEDULE

Sl. No.	Name of village	Tahsil	Pargana	Pargana No.	Thana	Distt.	Area	Remarks
1	Kakari	Dudhi	Singrauli	77	Misra (Khairwa)	Mirzapur		Part
2	Nakati	"	"	108	"	"		Full
3	Banshi	"	"	8	"	"		Full
4	Jamsilla	"	"	43	"	"		Full
5	Karidanr	"	"	51	"	"		Full
6	Chanuwar	"	"	50	"	"		Part
7	Gharsari	"	"	"	"	"		Part
8	Mishra	"	"	101	"	"		Part
9	Harha	"	"	115	"	"		Full
10	Kohrowal	"	"	84	"	"		Part
11	Jogi Chowra	"	"	46	"	"		Full
12	Bhairwa	"	"	"	"	"		Full
13	Marak	"	"	91	"	"		Part
14	Barwa Bhatauri	"	"	11	"	"		Part
15	Barwa	"	"	"	"	"		Full
16	Kota	"	"	82	"	"		Full
17	Rani Bari	"	"	63	"	"		Full
18	Chirkadanr	"	"	49	"	"		Full

TOTAL AREA 20 65 Square miles approximately.

Boundary Description—AB line passes along the common boundary of Madhya Pradesh and Uttar Pradesh.

BC line passes through village Kakari, along the Eastern boundary of village Nakati, Banshi, Jamsila, Karidanr and again through village Chanuwar.

CD line passes through the village Gharsari, Misra, Kohrowal, again along the Southern Boundary of villages Bhairwa, Jogi Chowra, then through villages Marak, Barwa Bhatauri and then along the Northern boundary of villages Parswar-Babu, Parswar Chaube and then along the Southern boundary of village Kota and along part and boundary of village Rani Bari.

DA line passes along the centre line of Nala which is common boundary of Uttar Pradesh and Madhya Pradesh.

[No. C2-28(1)/62]

ERRATUM

New Delhi, the 6th June 1962

S.O 1922.—In the Schedule to the notification of the Government of India in the late Ministry of Steel, Mines & Fuel (Department of Mines & Fuel)

No. S.O. 755, dated the 7th March, 1962 published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 17th March, 1962:—

(i) At page 693, under the heading "DA line passes through plot Nos." for "60" read "69";

(ii) for "Plot Nos. to be acquired in village Fambubahali: 1 to 927" read "Plot Nos. to be acquired in village Jambubahali: 1 to 927".

[No. C2-21(2)/59.]

P. S. KRISHNAN, Under Secy.

New Delhi, the 11th June 1962

S.O. 1923.—In exercise of the powers conferred by sub-section (4) of section 17 of the Mines and Minerals (Regulation and Development) Act, 1957 (87 of 1957), the Central Government, after consultation with the State Government of Madhya Pradesh, hereby declare that no prospecting licence or mining lease shall be granted in respect of any land specified in the schedule hereunder:—

SCHEDULE

S. No.	Name of village	Tehsil	District
1	Lakhanwara	Sihora	Jabalpur.
2	Gudri	"	"
3	Podarbhata	"	"
4	Mahangawan	"	"
5	Ponia	"	"
6	Surghatta Piparia	"	"
7	Pondi	"	"
8	Banda	Murwara	"
9	Hardua	"	"
10	Shahpur	"	"
11	Mohania	"	"
12	Manehara	"	"
13	Bhatgawan Sunchra	"	"
14	Sunchri	"	"
15	Dcori Hatai	"	"
16	Baragaon	"	"
17	Bijpura	"	"
18	Bhaganwara	"	"
19	Bamhangawan	"	"

[No. MII-187(3)/62.]

H. S. SAHNI, Under Secy.

CENTRAL EXCISE COLLECTORATE, HYDERABAD

CENTRAL EXCISE

Hyderabad, the 25th May 1962

S.O. 1924.—In exercise of the powers conferred on me under Rule 233 of Central Excise Rules, 1944 and in supersession of this office Notification No. 3/62, dated 18th January 1962, I hereby direct that all the manufacturers of cosmetics and Toilet preparations shall affix a label to each of their products showing the following particulars:—

(1) The number of the Central Excise licence in Form L.4.

- (2) The name of the manufacturer or the name of the owner in case the manufacturer himself is not the owner.

A specimen copy of each type of label should be lodged with the Superintendent of Central Excise concerned before it is brought into use and affixed to the products.

2. The orders will come into force from 1st July, 1962.

(Issued from C. No. IV/16/7/62-M.P.)

[No. 11/62.]

R. C. MEHRA, Collector.

THE MYSORE CENTRAL EXCISE COLLECTORATE, BANGALORE

CENTRAL EXCISE

Bangalore, the 30th May 1962

S.O. 1925.—In exercise of the power conferred on me under rule 233 of Central Excise Rules, 1944, I direct that the manufacturers of Cotton Fabrics/Silk Fabrics and processed Rayon or Art Silk or Woollen fabrics on powerlooms, shall indicate on each powerloom engaged by them in the manufacture of the said fabrics in white lead paint the following particulars in block letters:—

- (i) Name and address of the licensee;
- (ii) L-4 Licence No.; and
- (iii) Serial No. of loom owned by or allotted to the unit.

Such particulars shall also be marked on the looms either owned by or allotted to the weavers, who are members of any Co-operative Society.

2. It is further directed that such markings shall be made by all powerloom owners immediately after issue of this Notification and in any case before expiry of 30 days from the date of issue of this Notification.

[No. 6/62.]

N. MOOKHERJEE, Collector.

BOMBAY CENTRAL EXCISE COLLECTORATE

Bombay, the 31st May 1962

S.O. 1926.—In exercise of the powers conferred upon me by the rule 233 of the Central Excise Rules, 1944, read with Rule 51 of the said Rules and in supersession of the Collectorate Notification No. CER/233/C.Ex.1/62, dated the 7th February, 1962, I hereby order that all licences of cosmetics and toilet preparations falling under item 14-F of the Central Excise Tariff, including those whose products are exempt from payment of Central Excise duty under the provisions of the Government of India's Notification No. 35/62-C.Ex., dated the 24th April, 1962, within the jurisdiction of the Bombay Central Excise Collectorate, should affix label of each of the retail packs of their products, clearly indicating the following particulars:—

- (i) the No. of the Central Excise Licence in Form L-4;
- (ii) the name of the manufacturer or the name of the owner in case the manufacturer himself is not the owner.

2. The requirements referred to above should be brought into force *with effect from 1st July, 1962*. Although there is no objection for the licensees to comply with these requirements even earlier to 1st July, 1962, clearances of the products effected on or after the 1st July, 1962 must bear the labelling requirements referred to above.

3. The specimen of the containers intended to be used or the labels intended to be affixed to each of their products, as the case may be, should be lodged with the Superintendent of Central Excise having jurisdiction over the factory

for his record before any such containers or the labels are brought into use in respect of the products to be packed or cleared.

[No. CER/233/C.EX./2/62.]

G. KORUTHU, Collector.

MINISTRY OF FOOD AND AGRICULTURE
(Deptt. of Agriculture)
(I.C.A.R.)

New Delhi, the 16th June 1962

S.O. 1927.—The following amendments may please be made in S.O. 824 issued vide Ministry of Food and Agriculture (Department of Agriculture)—Indian Council of Agricultural Research Notification No. 10-14/60-Com.II dated the 12th March, 1962, published in Part II, Section 3, sub-section (ii) of the Gazette of India:—

- (i) In rule 2 of the Indian Central Oilseeds Committee Provident Fund (Amendment) Rules, 1962, after the words "said rules" bracket shall be closed.
- (ii) In rule 4 of the said rules, figure "5" appearing before "with retrospective effect from the date of his appointment" shall be deleted.
- (iii) For the rule 5 of the said rules, the following rule 5 shall be substituted:—

"Rule 15 of the said rules shall be omitted."

[No. 10-14/60-Com.II.]

S.O. 1928.—In exercise of the powers conferred by section 17 of the Indian Oilseeds Committee Act, 1946 (No. 9 of 1946), the Central Government hereby makes the following amendments in the Indian Central Oilseeds Committee Provident Fund Rules, 1961, the same having been published previously as required by sub-section (1) of the said section, namely:—

- (1) These rules may be called the Indian Central Oilseeds Committee Provident Fund (Second Amendment) Rules, 1962.
- (2) In the Indian Central Oilseeds Committee Provident Fund Rules, 1961, rule 10 shall be re-numbered as sub-rule (1) thereof and after sub-rule (1) so re-numbered, the following sub-rule shall be inserted namely:—

"(2) In the case of a subscriber admitted to the benefits of the Fund with retrospective effect under sub-rule (2) or sub-rule (3) of rule 8 he shall be allowed to pay the amount of subscription due in such monthly instalments not exceeding twelve as he may elect."

[No. 10-14/60-Com.II.]

SANTOKH SINGH, Under Secy.

MINISTRY OF SCIENTIFIC RESEARCH AND CULTURAL AFFAIRS

ARCHAEOLOGY

New Delhi, the 18th June 1962

S.O. 1929.—Whereas the Central Government is of opinion that the ancient and historical monument specified in the Schedule to this notification has ceased to be of national importance:

Now, therefore, in exercise of the powers conferred by section 35, of the Ancient Monuments and Archaeological Sites and Remains Act, 1958, (24 of 1958),

the Central Government hereby declares that the monument aforesaid has ceased to be of national importance for the purposes of the said Act.

SCHEDULE

Monument to be Deprotected

Sl. No.	State	District	Locality	Name of Monument	Protection	Notification
					No.	Date
1	2	3	4	5	6	
1	Union Territory of Delhi.	Delhi	New Delhi	Abdul Nabis' Mosque on the Mathura Road.	Chief Commissioner, Delhi's Notification No 3201, Education dated 11-6-1924.	

[No. F. 3-222/58-C. 1.]

S. J. NARSIAN,

Assistant Educational Adviser.

MINISTRY OF WORKS, HOUSING AND SUPPLY

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 11th June 1962

S.O. 1930.—In exercise of the powers conferred by Clause (a) of Sub-Section (2) of Section 16 of the Displaced Persons (Compensation & Rehabilitation) Act 1954 (44 of 1954) the Central Government hereby appoints for the State of Rajasthan, Shri D. C. Sahai, Managing Officer, in the office of the Regional Settlement Commissioner, Jaipur as Managing Officer for the custody, management and disposal of Compensation Pool with effect from the date he took over charge of his office.

[No. 4(2)Admn (Prop)/58/ARG.]

S.O. 1931.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act 1954, (44 of 1954), the Central Government hereby appoints Shri A. J. Shah as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his office.

[No. 8/178/ARG/61.]

S.O. 1932.—In exercise of the powers conferred by Sub-Section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri D. S. Sharda as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took over the charge of his office.

[No. 8/37/55/Comp.I/ARG.]

New Delhi, the 15th June 1962

S.O. 1933.—In exercise of the powers conferred by Sub-section (1) of Section 3 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri P. S. Mathur as Assistant Settlement Officer for the purpose of performing the functions assigned to such officers by or under the said Act with effect from the date he took charge of his office.

[No. 8/147/ARG/61.]

KANWAR BAHADUR,

Settlement Commissioner (A) and
Ex-Officio Dy. Secy.

(Department of Rehabilitation)
(Office of the Regional Settlement Commissioner)

ORDER

Bombay, the 7th June 1962

S.O. 1934.—In exercise of the powers conferred upon me by sub-section (3) of Section 34 of the Displaced Persons (Compensation & Rehabilitation) Act, 1954 I, J. S. Bajaj, Regional Settlement Commissioner, Bombay hereby delegate my powers of the Settlement Commissioner for hearing and deciding appeals, which are entertainable by me under Section 22 of the said Act, to Shri Rattan Singh, Assistant Settlement Commissioner.

[No. F. 29(2)/ADMN.]

J. S. BAJAJ,
Regional Settlement Commissioner.

MINISTRY OF HEALTH

New Delhi, the 16th June 1962

S.O. 1935.—The following draft of rules further to amend the Drugs Rules, 1945, which the Central Government proposes to make, in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940 (23 of 1940), after consultation with the Drugs Technical Advisory Board, is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 31st August, 1962. Any objections or suggestions which may be received from any persons with respect to the said draft before the date so specified will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Drugs (Amendment) Rules, 1962.
2. In the Drugs Rules, 1945 (hereinafter referred to as the said rules), in sub-rule (1) of rule 96 after clause (vi), the following clause shall be inserted; namely:
 “(vii) Drugs specified in Schedule P shall bear on their labels the date of manufacture and the date of expiry of potency. The period between these two dates shall not exceed that laid down in that Schedule:

Provided that this period may be extended by the Licensing Authority specified in clause (b) of rule 21 in respect of any specified drug if on the basis of the stability and other data submitted by the manufacturer the Licensing Authority is satisfied that the drug would retain its potency for a period longer than that laid down in the Schedule.”

3. After Schedule N of the said rule, the following shall be inserted ; namely :—

“SCHEDULE P”

(See rule 96)

Life period of drugs

Name of the Drug

Period in months for which the drug is expected to retain its potency under the conditions of storage notified by the Licensing Authority specified in Sub-rule (i) of rule 59.

Adrenaline for Injection	12 Months
Anti-haemophillic Human Globulin	12 months

I

2

ANTIBIOTICS—

Penicillin crystalline	36 months
Penicillin Oil and wax	18 months
Procaine Penicillin G	36 months
Penicillin tablets and Lozenges	12 months
Penicillin Ointments	12 months
Potassium Phenoxymethyl Penicillin Tablets	18 months
Benzathine Penicillin G	36 months
Streptomycin Sulphate or Hydrochloride	48 months
Dihydrostreptomycin Sulphate or Hydrochloride	48 months
Streptomycin and Dihydrostreptomycin Sulphate or Hydrochloride	48 months
Streptomycin or Dihydrostreptomycin Tablets	24 months
Streptomycin or Dihydrostreptomycin Ointment	24 months
Chloramphenicol Capsules and tablets	60 months
Chloramphenicol Palmitate	48 months
Chloramphenicol Palmitate Oral Suspension	48 months
Chlortetracycline Hydrochloride (Crystalline)	60 months
Chlortetracycline Hydrochloride Capsules	60 months
Chlortetracycline Hydrochloride Tablets	24 months
Chlortetracycline Hydrochloride Ointments	24 months
Tetracycline Hydrochloride	36 months
Tetracycline	24 months
Tetracycline Hydrochloride for intramuscular use	36 months
Tetracycline Hydrochloride Capsules	36 months
Tetracycline Capsules	24 months
Tetracycline or Tetracycline Hydrochloride tablets	24 months
Oxytetracycline Hydrochloride	36 months
Oxytetracycline Hydrochloride capsules	36 months
Oxytetracycline Hydrochloride Tablets	24 months
Bacitracin powders	18 months
Bacitracin or Zinc Bacitracin (tablets)	12 months
Bacitracin or Zinc Bacitracin lozenges	12 months
Demethyl Chlortetracycline Hydrochloride	36 months
Demethyl Chlortetracycline Hydrochloride, capsule	36 months
Arsenicals like Neoarsphenamine	
Sulpharsphenamine and tryparsamide	60 months
Chorionic Gonadotrophin & Injection	24 months
Cobra Venom in solution	36 months
Concentrated Human Red Blood Corpuscles	2 weeks
Corticotrophin	24 months
Dextran Injection	60 months
Dextran Sulphate Injection	24 months
Ergonovine Maleate Injection	24 months
Heparin Injection	36 months
Human Fibrin Foam	36 months
Human Fibrinogen	36 months
Human Thrombin	36 months

INSULIN PREPARATIONS

Globulin Zinc Insulin Injection	18 months
Insulin Injection	24 months
Insulin Zinc Suspension	18 months
Isophane Insulin Injection	18 months
Protamine Zinc Insulin Injection	24 months
Liquid Extract of Ergot	12 months
Liver Extract Crude Injection	24 months

NORMAL HUMAN PLASMA—

Liquid Plasma	24 months
Frozen Plasma	60 months
Dried Plasma	60 months
Pituitary Posterior Injection	18 months
Oxytocin Injection	24 months
Vasopression Injection	24 months
Protein Hydrolysate	12 months
Dried Normal Human Serum Albumin	36 months
Liquid Normal Human Serum Albumin	60 months

1

2

PERTUSSIS IMMUNE HUMAN SERUM—

Liquid Serum	12 months
Lyophilised Serum	60 months
Sterilised surgical ligature and Suture	60 months
Thrombin (Bovine Origin)	36 months
Alum precipitated Diphtheria Toxoid	24 months
Alum precipitated Diphtheria and Tetanus Toxoid	24 months
Alum Precipitated Diphtheria and Tetanus Toxoid and Pertussis Vaccine Combined	18 months
Alum Precipitated Tetanus Toxoid	24 months
Aluminium hydroxide Adsorbed Diphtheria Toxoid	24 months
Aluminium hydroxide Adsorbed Diphtheria and Tetanus Toxoid	18 months
Aluminium Hydroxide Adsorbed Diphtheria and Tetanus Toxoid and Pertussis Vaccine combined	18 months
Aluminium Hydroxide Adsorbed Tetanus Toxoid	24 months
Diagnostic Diphtheria Toxins (Schick test)	12 months
Diphtheria Toxoid	24 months
Inactivated Diagnostic Diphtheria Toxin	12 months
Old Tuberculin	60 months
Tetanus Toxoid	24 months
Tuberculin PPD	60 months
Vaccine Lymph	12 months when stored at & 0°C and 3 months when stored between 0° to 5°C.

OTHER VACCINES—

Alum precipitated pertussis vaccine	18 months
B.C.G. Vaccine	14 months
Cholera Vaccine	18 months
Pertussis Vaccine	18 months
Plague Vaccine	18 months
Rabies Vaccine	6 months
Typhoid Vaccine	18 months
Typhoid & Paratyphoid Vaccine	18 months
Typhoid Paratyphoid A & B	18 months
Typhoid Paratyphoid A, B & C	18 months
Typhoid Paratyphoid A, B & C and Tetanus Vaccine	18 months
Typhus Vaccine	18 months
Yellow Fever Vaccine	18 months
Viper venom in solution	3 months
Whole Human Blood	2 weeks

ANTITOXIN—

(For salt extracted preparations).	(For enzyme digested preparations)
20% excess potency	12 months 5% excess potency 12 months.
30% excess potency	24 months 10% excess potency 24 months.
40% excess potency	36 months 15% excess potency 36 months.
50% excess potency	48 months 20% excess potency 48 months.

[No. F. 1-7-62-D.]

A. C. RAY, Under Secy.

ORDER

New Delhi, the 16th June 1962

S.O. 1936.—Whereas the Government of India in the Ministry of Health, has by notification No. 17-2/60-MI, dated the 25th April, 1960, made in exercise of

the powers conferred by Sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), recognised the medical qualification "M.D. granted by the University of Colorado School of Medicine for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by the proviso to sub-section (1) of section 14 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby specifies a further period of 2 years with effect from the 25th April, 1962 or so long as Dr. Paul W. Yardy who possesses the said qualification, continues to work in the Umri Mission Hospital, Free Methodist Mission, Yeotmal District Maharashtra, to which he is attached for the time being for the purposes of teaching, research or charitable work, whichever is shorter, as the period to which the medical practice of the said Dr. Paul W. Yardy shall be limited.

[No. F. 16-13/62-MI.]

R. MURTHI, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 13th June 1962

S.O. 1937.—In exercise of the powers conferred by clause (1) of article 309 of the Constitution the President hereby directs that the undermentioned instruments may be executed on his behalf by the Administrative Officer, Films Division, Bombay, namely:—

"All contracts and instruments relating to the payment of advance subscriptions for newspapers, magazines, journals, periodicals, etc."

[No. 21/5/61-F(A).]

D. R. KHANNA, Dy. Secy.

New Delhi, the 13th June 1962

S.O. 1938.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1953, the Central Government hereby appoints Kumari A. M. Nadkarni, after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. 11/2/62-FC.]

New Delhi, the 16th June, 1962.

S.O. 1939.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 6 of the Cinematograph Act, 1952, (37 of 1952), the Central Government hereby directs that the film entitled 'Giants and Dwarfs' (English) (16 mm.) produced by the Films of the Nations, New York in respect of which a 'U' certificate No. 7153, dated the 28th November, 1952, was granted to Messrs National Education and Information Films Ltd., Bombay, shall be deemed to be an uncertified film in the whole of India.

[No. 5/3/59-FC.]

R. K. GOVIL, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th June 1962

S.O. 1940.—In pursuance of clause 4 of the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956, the Central Government hereby appoints Shri D. A. Rostron as a member of the Calcutta Dock Labour Board, vice Shri B. E. P. Broughton, resigned, and directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 1485, dated the 2nd June, 1960, namely:—

In the said notification, under the heading "Members representing the employers of dock workers and shipping companies", in item (5), for the entry "Shri B. E. P. Broughton", the entry Shri D. A. Sosttron' shall be substituted.

[No. 525(37)/60-Fac.]

R. C. SAKSENA, Under Secy.

New Delhi, the 12th June 1962

S.O. 1941.—In exercise of the powers conferred by section 4 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints the Regional Labour Commissioner (Implementation) (Central), Dhanbad, as a Conciliation Officer for—

- (i) all industries carried on by or under the authority of the Central Government;
- (ii) all railways;
- (iii) all controlled industries specified by the Central Government under sub-clause (i) of clause (a) of section 2 of the Industrial Disputes Act, 1947;
- (iv) all mines, oilfields and major ports;
- (v) all banking and insurance companies; and
- (vi) the Employees' State Insurance Corporation for the whole of India, but with regard to the State of Jammu and Kashmir the jurisdiction extends only in relation to industrial disputes concerning workmen employed under the Government of India.

[No. F. 1/42/62-LR.I.]

S.O. 1942.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Chapui Khas Colliery and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA.**

REFERENCE No. 12 of 1962.

PARTIES:

Employers in relation to the Chapui Khas Colliery

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer.*

APPEARANCES:

For the employers—Shri S. D. Chandra, Agent, Chapui Khas Colliery.

For the workmen—Shri Kalyan Roy, General Secretary, Indian Mine Workers Federation.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour & Employment by their Order No. 2/75/59-LR.II, dated 13th June 1961, referred the industrial dispute between the employers in relation to the Chapui Khas Colliery and their workmen in respect of the following matters for adjudication to the Industrial Tribunal, Dhanbad:—

“Whether the management of Chapui Khas Colliery is justified in continuing to keep Shri Phani Karmarkar (Fitter) in Category IV under the Award of the All-India Industrial Tribunal (Colliery Disputes) as modified by the decision of the Labour Appellate Tribunal? If not, in what category should he be placed and to what further relief is he entitled?”

By subsequent Order No. 4/90/61-LR.II, dated 13th December 1961, the proceedings in relation to the above dispute were withdrawn from the Dhanbad Tribunal and transferred to this Tribunal for disposal according to law.

2. The case of the workman is that Shri Phani Karmarkar had been working in the colliery for over fifteen years and had all along maintained best record of service; that he worked so sincerely that he received high appreciations from several Managers; that he is a very high skilled fitter with a long experience and is not only capable of inspecting various colliery machinery, but is doing skilled repair work of machinery plant, machine tools, etc.; that although

he was doing highly skilled job and was entrusted with highly responsible work, the Management kept him in the lowest category, viz., category IV, which was meant for Assistant Fitters; that the main reason for this was that he was an active worker of the Trade Union which was not recognised by the Management; the Management by not putting him in proper category violated the directions of the Award of fixing designations according to the work; that being aggrieved by the action of the Management in not putting him in appropriate category, the Union wrote a letter to the Conciliation Officer on 12th February 1959 demanding that he should be put in category IX with retrospective effect; that the Conciliation Officer took up the matter; but the conciliation ended in failure. The Union therefore urge that Shri Karmarkar should be put in category IX with retrospective effect.

3. The employers by their written statement contend that the Union which has raised this dispute does not normally function in the colliery, nor does it represent the majority of the workmen of the colliery; that this reference made by the Government of India after they had once refused to do so is not valid; that in pursuance of a settlement arrived at between the General Secretary of the Colliery Mazdoor Congress, Asansol, representing the workmen, and the Superintendent of the Colliery before the Conciliation Officer on 9th November 1956, Shri Phani Karmakar was placed in category IV and he has been working as such since then; that the said settlement is valid, binding and operative and the employee concerned is barred from reagitating the matter any more; that the Management has not in any way violated the directions of the Award; that the persons fit for employment in category IX and in other categories have been duly placed in the respective categories; that the other allegations made by the Union are not correct and hence the inclusion of Shri Phani Karmarkar in category IV should be upheld.

4. With the matter came up for hearing before me, two witnesses were examined on behalf of the workmen; they were Shri Phani Karmarkar, the workman concerned and Shri Sushil Kumar Mazumdar who is the Head Electrician of the Colliery. The Union also produced certain certificates and letters of appointment regarding Phani Karmarkar. On the other hand, the Management have not led any oral evidence but they have produced a document dated 9th November 1956 purporting to be an agreement between the Management and the Colliery Mazdoor Congress, Asansol, and contended that it is binding on the workmen in general and Phani Karmarkar in particular.

5. The present dispute relates to the categorisation of a workman named Shri Phani Karmarkar who is a fitter. He is placed in category IV under the Award of the All-India Industrial Tribunal (Colliery Disputes) and the workmen contend that he should have been placed in category IX and urge that he should be placed in that category with retrospective effect. The employers however urge that he has been properly placed in category IV.

6. Fitters are placed under the Award of the All-India Industrial Tribunal (Colliery Disputes) in categories IV, VII, IX and X (see Appendix XII of the Award). Appendix XI of the said Award mentions the occupational nomenclatures and job descriptions. Fitters are mentioned at No. 250 and it has been observed, "We consider fitters may be grouped into five grades. Those in the lowest grade are only able to do the simplest types of work whereas those in the highest grade are experienced general fitters capable of inspecting colliery machinery and switchgear and of undertaking skilled repair work under direction and of operating machinery plant, machine tools, switches gear, etc."

7. So far as Phani Karmarkar is concerned, he has been working in the Fitter Department from 1953. He joined the colliery as a Bellow-man and subsequently became a Blacksmith. Before the Colliery Tribunal Award, he was getting a total emolument of Rs. 1-10-0 to Rs. 1-12-0 per day including Dearness allowance, Attendance bonus, etc. When the Colliery Award came into force, he was at first put in category III probably as a fitter helper under job description 70. As a result of negotiations and compromise between the Management and the Colliery Mazdoor Congress arrived at on 9th November 1956, he was placed in category IV and he is continuing in that category ever since.

8. It appears that there are five fitters in this colliery. According to the Management, one is in category X, one is in category IX, one is in category VII and two including Phani Karmakar are in category IV. According to the statement of Phani Karmakar, one is in category IX, one is in category VIII and two are in category IV. Phani Karmakar has ignored Sushil Kumar Mazumdar who is the Head Electrician and who has been examined as witness on behalf

of the workmen and who is admittedly in category X. Similarly, Phani Karmakar has said that one fitter is in category VIII, but this appears to be a mistake and that workman must be in category VII because a fitter does not find place in category VIII. Thus, there is one fitter in category X, another in category IX, a third in category VII and two in category IV.

9. In his deposition, Phani Karmakar has said that he has to sign several statutory reports and that he has been doing this from a very long time. In the course of cross-examination, he had to admit that he had not to sign the reports before 30th September 1957 and that it was the duty of some other person to do so. Again, before 1957 so many registers had not to be kept as they are required to be kept now. This however is not material. So far as fitter is concerned, he would have to be put in a category according to his capacity to do the fitting work. As mentioned above, those who are only able to do simple type of work would have to be placed in the lowest category while experienced general fitters capable of inspecting colliery machinery and switchgear and of undertaking skilled repair work under direction and of operating machinery, plant, machine tools, switches gear, etc., would have to be placed in the highest category.

10. Phani Karmakar has also said that he was working in the Winding Engine of No. 4 and 5 pits; that he did the work of fitting of pulleys and that he fitted keps and cages and the air compressor; he also did work of fixing the rope on winding drum. All this work was done by him in No. 4 and 5 pits in 1956. In 1958 he was transferred to pit No. 2 where he says he is doing the work of inspection, etc., and that he is frequently asked also to do the inspection work of pits Nos. 4 and 5 and also help the new installations in these pits; and further that he looks after the electrical side of different machines. Shri Mazumdar who is the head electrician of the colliery has been examined as a witness on behalf of the workmen. He has stated that at present no fitting is to be done in pit No. 2, but only maintenance and repair work have to be done there. He has further stated that this work is being done by Phani Karmakar and by Sambhu Banerjee. Shri Mazumdar has further said that sinking and fitting work was looked after by Phani Karmakar, Bholanath Karmakar and others. Bholanath is admittedly a fitter in category IX. Shri Mazumdar says that if there is a break down in pits Nos. 4 and 5, he would have to call for Bholanath to do the work, but as he is now old and is not able to go underground every time, he has to call Phani Karmakar to do that work. In cross-examination, Shri Mazumdar stated that Phani would be able to look after the maintenance of 250 H.P. winder. He admitted that higher skill is required to manage a 250 H.P. winder than to manage a 60 H.P. winder and that once they had to call experts from Calcutta to repair the 250 H.P. winder. Later on Shri Mazumdar has also said that he would not like to entrust the work of any electrical repairs to Phani Karmakar and that he has got other assistants who are in category VII and IX to whom he would entrust that work. In the circumstances, I am not prepared to accept his statement that Phani would be able to look after the maintenance of a 250 H.P. winder. Looking to the fact that if the Head Electrician is not prepared to entrust any electrical repair work to Phani Karmakar and that he is entrusting that work to persons who are in category VII and IX, I do not think that Phani can be said to possess sufficient experience of inspecting colliery machinery and switchgear and of undertaking skilled repair work as to entitle him to be placed in category IX. According to the evidence of Shri Mazumdar, Phani is not fit to be entrusted with the work which he is entrusting to a fitter in category VII; that would mean that Phani is not fit to be placed even in category VII.

11. At the time when the Award came into force, Phani had worked as a fitter for only three years. (Before that, he had worked only as a bellowman and a blacksmith). Probably that is why he was placed in category III (as a fitter helper). The job description of a Fitter helper (No. 70 in the list at Appendix XI of the Award) shows that the Fitter helper would be a man who has gained some experience as a fitter mazdoor and has improved his status by practice until he can do elementary fitting work. But as a result of some compromise, he was put in category IV. I think that a merits, Phani could not have claimed in 1956 to have been placed in a category higher than category IV. He had then not sufficient experience to justify being placed in a higher category. Hence, whether he was a member of the Union which entered into the above compromise or not, I think that so far as it concerned him, it was proper. In this connection, I may also point out that Phani knew about the agreement almost immediately after it was entered into. On his own showing, he came to know about it in December 1956 and still he and the Union to which

he belongs chose to keep quiet for all this time. This conduct also would go to show that they considered the above agreement was proper at that time.

12. It was urged that according to the terms of reference, it would be open to me to hold that Phani should now be placed in higher category. It is doubtful whether having regard to the agreement dated 9th November 1956, which, in my opinion, is binding on all workmen including Phani and which is still in force as it has not been terminated by a proper notice, I can do so. Assuming, however, that I can do so, I do not think that he deserves to be put in category IX claimed by him or even to category VII. No doubt he has now gained more experience than what he had in 1956; but the next higher category after category IV to which he can be promoted is category VII. (Categories V and VI do not include fitters). At present, he has not got sufficient experience to be promoted to that category VII and hence I cannot hold that he should be placed in category VII. I would, however, recommend to the Management to consider his case sympathetically in the light of the experience gained by him and see if they could give him wages higher than those of category IV, but less than those of category VII.

13. In view of this finding of mine, it is not necessary to consider the other points raised by the Management. One of the points raised is that Government having once refused to make a reference it could not now make a reference. I do not agree with this contention; firstly because we have nothing on record to show as to on what grounds the Government had at first refused to make the reference, and secondly because I think that is always open to the Government to reconsider its earlier decision and to hold that it should make a reference.

14. The Management have urged that the agreement entered into by them on 9th November 1956 with Colliery Mazdoor Congress was a settlement arrived at in the course of conciliation proceedings and is binding on all workmen, whether they were members of the Colliery Mazdoor Congress or not; and it is still binding on the workmen, and hence, Phani cannot claim to be placed in a higher category than Category IV. In view of my findings as stated above, I need not consider this point in this reference. I may however state that this very point has been raised in Reference No. 15 of 1962 between these very parties and I have considered it there and held in my award of today's date therein that the above agreement is binding on all workmen and that it is still binding on all.

15. I may also mention that the Union have alleged that Phani Karmakar has been victimised because of his Trade Union activities. There is nothing to justify this allegation. In his deposition, Phani himself has not said about his being an active Union worker or about his being victimised because of this. I do not accept this contention.

16. The workmen have produced several certificates which appear to have been issued to Phani Karmakar by different Managers. The certificates were issued by the Managers concerned at the time of their leaving the colliery. It is common knowledge that persons leaving a place always say good words about people whom they are leaving and these words may not necessarily be true. The certificates would have no value unless the Managers concerned were produced before the Tribunal and unless other party had been given an opportunity to cross-examine them.

17. In the result, I hold that Phani Karmakar cannot be placed in any category meant for fitters which is higher than category IV, and he is therefore not entitled to any relief. I also order that parties shall bear their own costs.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

CALCUTTA;
The 31st May, 1962.

[No. 2/75/59-LRII.]

S.O. 1943.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Chapui Khas Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA.

REFERENCE No. 15 OF 1962.

PARTIES:

Employers in relation to the Chapui Khas Colliery

AND

Their workmen.

PRESENT:

Shri L. P. Dave—*Presiding Officer*.

APPEARANCES:

For the employers—Shri S. D. Chandra, Agent, Chapui Khas Colliery.

Shri P. C. Agarwal, Labour Welfare Officer.

For the workmen—Shri Kalyan Roy, General Secretary, Indian Mine Workers Federation.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour & Employment by their Order No. 1/9,59-LRII, dated 14th July 1961, referred the industrial dispute existing between the employers in relation to the Chapui Khas Colliery and their workmen in respect of the following matters for adjudication to the Industrial Tribunal, Dhanbad:—

“Whether the following workmen of Chapui Khas Colliery are doing the work of Heavy Tyndals as explained in job description No. 98 at Appendix XI (Vol. II) of the Award of the All India Industrial Tribunal (Colliery Disputes):—

1. Shri Hari.
2. Shri Diplal.
3. Shri Achar Singh.
4. Shri Supal.
5. Shri Mangal.
6. Shri Budhan.
7. Shri Seba.
8. Shri Mohan Singh.
9. Shri Sambhoo.
10. Shri Karma.
11. Shri Nibaran.
12. Shri Singhara.
13. Shri Sagar.

If so, whether the management is justified in keeping them in Category V of the said Award? If not, to what further relief are they entitled?”

By subsequent Order No. 4/90/61-LRII, dated 13th December 1961, the proceedings in relation to the above dispute were withdrawn from the Dhanbad Tribunal and transferred to this Tribunal for disposal according to law.

2. The present dispute refers to thirteen workmen who are said to be working as Tyndals in the above colliery. The workmen's case is that these persons have to do strenuous jobs with care and skill; that they have to remove heavy objects and have also to be employed in various engineering erection work; that their job is of a highly responsible nature requiring high skill and long experience; that looking to all this, they should be placed in category VI; that when they approached the Manager, they were told that they were placed in category V because of an agreement; that the said agreement would not bind the workmen as it was signed without their consent and without any authority from them; that they were not members of the Union who signed the said agreement; it is therefore prayed that these workmen should be put in category VI with retrospective effect.

3. The employer's contention is that a dispute about categorisation of workers had been raised in 1956 by the Union which was then working in the colliery and the said dispute was settled by an agreement dated 9th November 1956 between the Superintendent of the Colliery and the General Secretary of the Colliery Mazdoor Congress in the presence of the Conciliation Officer and it was under the terms of the said agreement that these workmen who were normally engaged in removing engineering stores, drums of oil, grease etc. and as such deserved to be put in category IV were put in category V; that the position has not changed since then, so as to call for a review of the categorisation; that the above settlement is valid, binding and operative and the workmen are barred from agitating the matter; that it is denied that the workmen are employed in erection work or in moving heavy objects or that the nature of the work requires high skill or long experience; the employers, therefore, contend that the workmen are not entitled to any relief.

4. As I mentioned above, the present reference relates to thirteen workmen who were working as tyndals in the colliery at the time when the All-India Industrial Tribunal (Colliery Disputes) Award came into force. Under that Award, tyndals could be placed either in category IV or in category VI. See Appendix XII of the Award. Tyndals in category IV are shown in this appendix as tyndals (light) and the tyndals in category VI are shown as tyndals (heavy). Appendix XI of the Award gives job descriptions of the different occupational nomenclatures. Tyndals (light) and Tyndals (heavy) are described at Nos. 90 and 98 respectively. A tyndal (light) is described as generally employed in removing engineering stores, drums of oil and grease etc.; while tyndals (heavy) are described as workmen employed in moving heavy objects or in engineering erection work under the direction of Tyndal Supervisors or Jamadars. It appears that the workmen concerned in this dispute were first put in category IV, but later on a dispute was raised by a Union known as Colliery Mazdoor Congress. The Management's case is that an agreement was arrived at between the Management and this Union in the presence of the Conciliation Officer. They further urge that the tyndals were required to do light work but it was urged that on some occasions they had to do some heavy work and hence they were put by way of compromise in category V, that is a category higher than category IV, but lower than category VI. The workmen's case on the other hand is that they are required to do heavy work and that they should be put in category VI. They further urge that the above agreement is not binding on them.

5. The first question for my consideration, therefore, is whether there was an agreement which is binding on the workmen. As I mentioned above, the Management's case is that a dispute had been raised by the Union which was then working in the colliery named Colliery Mazdoor Congress; as a result of which conciliation proceedings were held by the Conciliation Officer and in his presence an agreement was arrived at on 9th November 1956 and this agreement would be binding on all workmen. At the time of hearing, Shri Kalyan Roy challenged even the factum of the agreement, but I have no hesitation in holding the factum proved. Apart from the evidence of Shri Chandra, who has been examined on behalf of the employers, and who has proved the signature of Shri J. K. Jain, Superintendent of the Colliery, on this agreement, there is an admission of Shri S. K. Mazumdar who has been examined as a witness on behalf of the workmen. Shri Mazumdar has identified the signature not only of Shri J. K. Jain but also of Ramadhar Singh and Shyamapada Chatteraj, who are two of the persons who have signed the agreement on behalf of the workmen. Further, we find that in their written statement, the workmen have not denied the fact of the agreement. All they have said is that the agreement had been signed without their consent, at their back and without any authority. They have further alleged that the Union which entered into the agreement was a Company Union and that the Management signed the agreement with it in order to deprive the workmen of their proper categories and the whole intention of the Management was *mala fide* and amounted to unfair labour practice. In other words, the factum of the agreement was not seriously challenged in the written statement but was indirectly admitted. I am satisfied about the existence and factum of the above agreement.

6. The question then would be as to what would be the effect of the agreement and how far it would be binding on the workmen. The agreement was entered into between the Management and the Union known as Colliery Mazdoor Congress. The workmen are now represented in the present reference by the Colliery Mazdoor Sabha. It has been alleged in the written statement of the workmen that the tyndals who are the subject matter of this reference were not members of the Colliery Mazdoor Congress but that they were members of the Colliery Mazdoor Sabha. There is however no evidence on this point. Assuming, however, that the workmen were members of the Colliery Mazdoor Sabha and not of the Colliery Mazdoor Congress, even then the above agreement would be binding on them, if

it is proved to be a settlement arrived at in the course of Conciliation proceedings. Section 18(1) of the Industrial Disputes Act refers to a settlement arrived at by agreement otherwise than in the course of conciliation proceedings; while section 18(3) refers to a settlement arrived at in the course of conciliation proceedings. The latter kind of settlement, i.e. a settlement arrived at in the course of conciliation proceedings would be binding on all parties to the industrial dispute. In the case of "Ramnagar Cane & Sugar Co. Vs. Jatin Chakravorty" 1961-IL.L.J. 244, the Supreme Court has held that a settlement arrived at in the course of conciliation proceedings would be binding on all workmen even though they may not be members of the Union which entered into the said settlement and even though they may be members of a rival Union.

7. Section 2 clause (e) of the Industrial Disputes Act defines conciliation proceedings as meaning 'any proceeding held by a Conciliation Officer or Board under the Act.' From the agreement dated 9th November 1956 which is relied on by the Management, it appears that the Vice-President of the Chapui Khas Pit Committee under the Colliery Mazdoor Congress had made a representation with regard to clarification and correct implementation of the Award of All-India Industrial Tribunal (Colliery Disputes). Thereafter meetings were held (between representatives of employers and labour and the Conciliation Officer) on 22nd October 1956, 6th November 1956, 8th November 1956 & 9th November 1956, when points raised in the representation were discussed by the parties who finally came to the conclusion and acceptance as stated in the above agreement. It would thus be clear that the above agreement was a settlement arrived at in the course of conciliation proceedings and would thus be binding on all workmen under Section 18(3) of the Industrial Disputes Act.

8. The above agreement *inter alia* mentions "tyndal (light) as per Award is in category IV and tyndal (heavy) is in category VI. The management put all the tyndals originally in category IV; however, after lengthy discussion as a compromise on the merit of work it being considered as light but occasionally the work may be heavy as such as a special case, the tyndal will be paid in category V henceforth."

9. As I mentioned at the outset, Tyndals would, under the Award, have to be placed either in category IV or in category VI according to whether they are light tyndals or heavy tyndals. The agreement mentions that they were usually doing light work, but occasionally the work may be heavy; hence, as a special case, they were put in category V, that is, a category higher than IV but lower than VI. This agreement would be binding on all tyndals working in the Colliery, whether they were members of the Colliery Mazdoor Congress or not, as it was a settlement arrived at in the course of conciliation proceedings.

10. It was then urged on behalf of the workmen that even if at the time of the agreement, the categorisation was proper, the workmen should at least now be put in category VI, because they are now required to do heavier work. Under Section 19(3) of the Industrial Disputes Act, a settlement would be binding for such a period as is agreed upon by the parties and if no such period is agreed upon for a period of six months from the date on which the memorandum is signed and would continue to be binding on the parties after the expiry of the said period until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement. No such notice appears to have been given and hence the above agreement would be still continuing to be binding on the parties. Of course, it would be open to the workmen to terminate the said agreement by a notice contemplated in the above section and then raise a dispute as to whether the workmen should now get wages of category VI. Till such a notice is given, however, the agreement continues to be binding and the workmen cannot claim higher wages.

11 I may mention at this stage that originally there were thirteen tyndals in this Colliery, one of whom (Shri Seba mentioned at serial 7 in the schedule annexed to the order of reference) is now no longer in service of the Colliery. At the hearing before me, Shri Kalyan Roy stated that the workmen did not press the claim of this workman not only because he was now no longer working in the colliery, but also because he had been dismissed for mis-conduct. We are, therefore, left only with the other twelve workmen. Out of these twelve workmen, three are now working as fitter helpers. These three persons are still being paid wages as per category V, though as fitter-helpers or fitters, they can get only category III or IV. In any case, they would not now be entitled to claim category VI on the ground of their being tyndals (heavy).

12. So far as the other nine tyndals are concerned, the work that is being done by them has been described by one of them Shri Mohan Singh and by Shri S. K. Mazumdar who is electrician in-charge of the colliery. From their evidence, it appears that their main duties are carrying of stores from place to place. It has been said that some of the stores that they carry are heavy. Heaviness is a relative term. For instance, even under the job description given in the Award, a tyndal (light) is supposed to be moving engineering stores, drums of oil and grease etc. From the evidence of Shri S. K. Mazumdar, it would appear that the weight of a drum full of oil would be about 5 to 6 Bengali maunds. In other words, a tyndal (light) is supposed to be moving Bengali 5 to 6 maunds of weight. The different articles which they move from time to time are usually of this weight and hence they cannot say that they are doing the work of tyndals (heavy). From the evidence of Shri Mazumdar, however, it does appear that the tyndals are occasionally helping in removing and fitting coal cutting machines and in fixing shift and return pulley etc. and also shifting and fixing haulages. It however appears that such occasions would not be many. In view of this, it would be a doubtful question whether it could be said that the agreement above referred to is not fair and reasonable. If all the tyndals are designated tyndals (light), they would get wages of category IV only and the Management may avoid paying them higher wages of category V, by engaging temporary workmen, if and when they have heavy work to be done. I need not however deal with this question in detail in this reference because it is not now before me.

13. On the whole, after having carefully considered the matter, I am of the opinion that the tyndals mentioned in the Schedule annexed to the order of Reference are put in category V under an agreement which is still binding on the workmen and as the said agreement has not been terminated, it is not open to the workmen to claim higher wages. I, therefore, hold that the Management is justified in keeping the workmen concerned in category V and the workmen are not entitled to any relief. In the circumstances of the case, I also order that parties should bear their own costs.

I pass my award accordingly.

Sd./- L. P. DAVE,
Presiding Officer.

CALCUTTA,
Dated the 31st May, 1962.

[No. 1/9/59-LRII.]

S.O. 1944.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Nowrozabad Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.
REFERENCE No. CGIT-17 of 1961.

PARTIES:

Employers in relation to the Nowrozabad Colliery

AND

their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the employers:

Shri P. P. Khambatta, Advocate, Counsel with Shri G. L. Govil and Shri J. D. Sumariwalla, Personnel Officers.

For the workmen:

Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh and Shri G. C. Jaiswal, Member, Executive Committee, Indian National Mine Workers' Federation.

STATE: Madhya Pradesh.

INDUSTRY: Coal Mining.

Dated, Bombay, 31st May 1962.

AWARD

The Government of India, by Ministry of Labour and Employment's Order No. 2/17/61-LRII, dated 23rd May, 1961, made in exercise of the powers conferred

by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), was pleased to refer the industrial dispute between the parties above named, in respect of the subject matters specified in the following schedule to the said order, to me for adjudication:—

SCHEDULE

"Whether the retirement from service of Shri N. N. Ghosh with effect from 1st January 1961 was justified and if not to what relief is he entitled?"

2. The Nowrozabad Colliery Mazdoor Sangh filed its written statement of claim dated 16th June 1961 to which the company filed its written statement in reply dated 17th July, 1961. Thereafter, at the request of the parties the dispute was fixed for hearing at Jabalpur where the hearing was concluded on 30th March, 1962.

3. N. N. Gosh, in respect of whose retirement this dispute has arisen, joined the service of the Nowrozabad Colliery on 11th January, 1946 as a 'B' grade clerk; he was appointed as time-keeper with effect from 1st August 1947 as per the company's letter of appointment dated 30th August, 1947 (exhibit W-1), which stated the terms and conditions of his appointment and it is admitted that there is no mention in this letter of appointment of any age at which he would be liable to be retired from the company's service. I may here as well state that the company's certified standing orders which were certified in the year 1953, also do not prescribe any age of retirement.

4. By a personal letter dated 22nd March, 1960, the Manager of the Colliery advised Ghosh that as the age of retirement from the company's service had been fixed at 60 years, it had been decided to retire him from service with effect from 1st January, 1961, on his reaching the prescribed age limit on 31st December, 1960. The Manager concluded the letter by expressing his appreciation of the long and useful service rendered by Ghosh during the period he had been with them and by wishing him happiness during his retirement.

5. Ghosh replied to this letter on 13th November, 1960 in which he stated that although it was not mentioned in the company's letter his presumption was that his removal from employment would be without any compensation. He expressly stated that there was no condition in his service contract that he would be removed from employment after completion of 60 years of age and that the standing orders also did not provide for any such action. He went on to appeal to the company to consider his plight when he would be retired after having put in 15 years of loyal service without any compensation and finally submitted:—

"I, therefore, submit that if you do not want to keep me in job I would not insist for that but pray that I may be given the option of voluntary retirement under the same terms and conditions as was done in Kymore Cement Factory where I understand that the retiring workers were paid one month's pay (full) for every completed year of service Rs. 10/- per year's service for facilities curtailed, and one month's notice pay etc."

He concluded his letter by appealing to the company to give employment to his son who had passed the Matriculation examination and who had experience of clerical work and he was living in Calcutta (Exhibit E-2). The Agent of the Nowrozabad Colliery replied stating that as per the company's rules and practice in force all employees who attain the age of superannuation have to retire. He further went on to state this rule was brought to the notice of all the employees by notices dated 4th January, 1956 and 26th June, 1960. It was also stated in that letter that according to the rules and the practice followed by the company employees and workers of the colliery should automatically retire on reaching the age of 60, and that it was only as a reminder to enable him to make the necessary arrangements that the company had addressed him its letter of 23rd June, 1960. He further stated:—

"You will please note that yours is a normal retirement, retirement on reaching the superannuation age of 60 years and you are eligible to the retirement benefits that are in force at the colliery. Voluntary retirement benefits are not applicable to you."

With regard to his request for employment to his second son the Agent recorded that one of his sons was already in their employment and that in keeping with the company's policy his second son's case would also be considered when there was a suitable vacancy.

6. I may pause here and stated that it is admitted that no retirement benefit of whatsoever nature, except his provident fund dues, was paid to Ghosh.

7. The union in para 5 of its written statement has specifically denied any knowledge of the company's notices dated 4th January, 1956 and 26th June, 1960. It has in this connection relied upon my observation in my Award Part II dated 12th April, 1960 in an earlier dispute between this company and its workmen (Reference No. 1 of 1960), where I had held that the company had failed to prove that its notice dated 4th January, 1956 was served upon the workmen. In that case relying upon the decision of the Hon'ble Supreme Court in the case of Guest Keen Williams (Private) Ltd., vs. Sterling P. J. and others (1959 II LLJ page 405) I held that a subsequent incorporation of a condition prescribing the age of retirement was not legal or binding on the workmen.

8. However, to continue with the chronological sequence of events, thereupon the union by its letter dated 31st December, 1960 referred my said award and requested the company to review their decision. It also enclosed with that letter a service certificate granted to Ghosh by the Ordnance Factory, Khamaria, Jabalpur, which showed his year of birth as being 1906. The union stated that this proof had come into its possession only that evening and it requested that the management should permit Ghosh to continue in employment. The union stated that a workman could not be retired on reaching the age of 60 years without being paid any compensation. It, however, stated that if the company still insisted on retiring Ghosh from service with effect from 1st January, 1961 it would be constrained to resist. The letter further recorded that several persons were working in this concern after reaching the age of 60 years and therefore the Agent's statement that the action was taken under the company's rules was not correct.

9. The management has stated that this letter reached it on 1st January, 1961 after the retirement of Ghosh from service on the completion of the previous day i.e. 31st December, 1960 had taken effect, and therefore it was justified in ignoring this letter. Be that as it may, it is admitted that on 26th December, 1960 the Union addressed a letter to the Conciliation Officer (Central) Jabalpur, (annexure E to its written statement) seeking his intervention. Conciliation proceedings were thereafter held on 6th January, 1961 and were adjourned on the management's request on the ground that the head office was being consulted. Ultimately, the conciliation proceedings ended in failure as recorded in the very detailed and helpful report of the Conciliation Officer dated 18th January, 1961, a copy of which has been annexed by the union to its written statement. The union in para 10 of its written statement has contended that the retirement was unjustified and illegal as there was no retirement age stated in the company's letter of appointment of Ghosh; that the standing orders which were certified in 1953 did not provide any retirement age and there was no practice in the company to retire its workmen on reaching the age of 60. It has, therefore, claimed reinstatement of Ghosh in its service on full back wages and Rs. 5,000/- as compensation for the mental agony and other sufferings caused to him.

10. The company in its statement of 17th July, 1961 has contended that Ghosh was validly retired; the company has denied that the retirement becomes illegal or unjustified because the certified standing orders did not provide an age for retirement. It has contended that the Industrial Employment (Standing Orders) Act, under which the standing orders are prepared did not provide age of retirement as one of the matter in respect of which a standing order has to be framed nor do the Model Standing Orders framed under that Act contain a standing order relating to age of retirement; that the certified standing orders are not exhaustive of all the terms and conditions of employment. It is contended that retirement at the age of 60 is and has been a term of service in the company and for that purpose it has relied upon two circulars dated 23rd May, 1951 (Ex. E-8) and 26th October, 1951 (Exhibit E-9) which it had issued to its monthly paid employees intimating to them that it had been decided by the Directors that the employees be retired normally at the age of 60 and calling upon them to furnish particulars of their dates of birth, supported by evidence such as birth certificate, horoscope etc. It is admitted that both these circulars were seen by Ghosh and he had initialled against his name in both. The company in its written statement has also relied upon two statements dated 28th March, 1952 which the General Manager of the Colliery sent to the Head Office (Exhibit E-13 A and B). The management in support of its contention that the retirement rule has been in force in this colliery has relied upon the notice dated 3rd March, 1955 which it had served on one Shri Tulsidas, Overman, who was retired from service with effect from 1st January, 1957. It has relied upon its notices dated 4th January, 1956 and 26th June, 1960 (Exhibits E-16 and E-17). By the notice dated 4th January,

1956, the General Manager of the Colliery notified that all employees, whether daily rated or monthly rated, shall retire from the services of the Company on their attaining the age of 60 years and by the notice dated 26th June, 1960, after inviting attention to the notice of 4th January, 1956 all the workers/employees were once again reminded that they will be retired from the company's services on their attaining the age of sixty years i.e. the age of retirement. It has further submitted that neither Ghosh nor any other employee of the company or even the union had at any stage protested against any of the circulars, notices etc. In para 3 of its written statement the management has observed as follows:—

"The company, therefore, submits that in view of what it has stated in the foregoing paragraph the retirement of Shri Ghosh on attaining the age of 60 years is according to rules and contract of service and is fair, just and reasonable."

The company has denied that its notices dated 4th January, 1956 and 26th June, 1960 were not displayed on the notice boards. It has contended that the said notices were fully served on the workmen by displaying it on all the notice boards on the company's premises. In para 5 of its written statement the management has stated a number of grounds for not accepting the age proof (the service certificate from the Ordnance Factory, Khamaria) submitted by the union, and accepting as correct the entries made by Ghosh in his own handwriting in the company's service card that his year of birth was 1900. In para 6 of its written statement it has submitted that the retirement of Ghosh was according to the company's service rules which were duly communicated to him and accepted by him and known to him and therefore his retirement on reaching the age of 60 was fair, just and legal. It has without prejudice relied upon rule 11(a) of the company's leave rules applicable to the monthly rated staff at the Works and Collieries where there is a reference to 60 as being the age of retirement (Exhibit C-7) and upon Regulation 28 of the Coal Mines Regulations, 1957, providing for compulsory retirement of certain categories of workers at the age of 60 years. It has further contended that fixing 60 as the age of retirement was not unreasonable and that it is common knowledge that age of retirement is almost universal in industry particularly. It has for these reasons denied that it is liable to reinstate or give any compensation or provide any other relief to Ghosh. It has also denied the union's claim for compensation on grounds of mental agony and sufferings.

11. At the hearing both parties led oral evidence and filed a number of documents to which I shall refer.

12. The first question that falls for determination is whether Ghosh had completed the age of 60 years on 1st January, 1961. The union has claimed that Ghosh's actual year of birth was 1906 as stated in the service certificate granted to him by the Ordnance Factory, Khamaria, and that he had stated his year of birth as being 1900 in his service card with the Nowrozabad Colliery, by a mistake; that on 31st December 1960 the certificate from the Ordnance Factory, Khamaria, which was lying at Calcutta had come to his hands and thereupon the union had made and forwarded a copy of it to the management. The service certificate from the Ordnance Factory, Khamaria, when produced at the hearing was not admitted by the management and therefore, the union had to lead the evidence of a clerk from the Ordnance Factory, Khamaria, Jabalpur, to prove the certificate (Exhibit W-3). The management strenuously contended and Shri P. P. Khambatta, the learned Counsel for the company cross-examined the witness at length challenging the genuineness of the certificate. I have carefully considered the evidence of the witness Shri Balkrishna Misra (WW-2) In-Charge Establishment, Ordnance Factory, Khamaria, and I am satisfied that the certificate is a genuine document which was issued by the Ordnance Factory to Shri Ghosh recording the particulars of his service, age etc., as found in the records of the Ordnance Factory. In that certificate Ghosh's year of birth is shown as being 1906. Therefore, exhibit W-3 would prove that in the Ordnance Factory, Khamaria, Ghosh's year of birth as recorded was 1906. Shri Khambatta, learned Counsel for the company has, however, argued that the company should not be bound by the age as stated in exhibit W-3, the service certificate issued by the Ordnance Factory, Khamaria, but that it would be justified in relying upon his year of birth as stated by Shri Ghosh in his own handwriting in his service card with the Nowrozabad Colliery. It is true that in his service card with the Nowrozabad Colliery (exhibit E-5), Ghosh has in his own handwriting stated his year of birth as being 1900. He has also in his own handwriting filled in the particulars of his previous employment which showed that the first employment he got was with the East Indian Railway Company, Calcutta in 1916 and he was employed there till 1919, as a clerk. This and the entries that follow it with regard to his subsequent employments, would be correct only if Ghosh's year of

birth was 1900 and not 1906 as otherwise he would have been only 10 years old when he first found employment in the East Indian Railway Company which would be absurd. Ghosh in his evidence stated that all the other entries were wrongly given by him because he had by mistake stated his year of birth as 1900 and the other entries were made on that basis. This explanation is difficult to accept. Ghosh has stated that after he had entered his year of birth as 1900 in the service card he had no other chance of knowing what entry he had made there and that if he had been made aware that the year of his birth was shown in the service card as 1900, he would have had it corrected. But this does not seem to be quite correct because Ghosh has in the staff service sheet of the Nowrozabad Colliery pertaining to himself already entered his year of birth as 1900 and there are entries relating to his privilege leave in Ghosh's own handwriting. Thus it is established from his staff service sheet that Ghose had many subsequent opportunities of knowing that he had in his service card stated his year of birth as being 1900 and not 1906. It is significant that Ghose in his letter dated 13th November 1960 (exhibit E-2) in reply to the company's notice dated 22/23rd August, 1960, (exhibit E-1) did not challenge the statement that he would be reaching the age of 60 years on 1st January, 1961.

13. From the oral and documentary evidence on record, it appears to me that the management was justified in refusing to accept Ghosh's year of birth as being 1906 as shown in the certificate issued by the Ordnance Factory, Khamaria, and that it had valid and proper reasons to hold that the age stated by Ghosh in his service card with the Nowrozabad Colliery represented his real age.

14. I, therefore, hold on the first question that the company was right in treating Ghosh's year of birth as being 1900 as stated by him in the records of the company and not as 1906 as shown in the service certificate issued by the Ordnance Factory, Khamaria.

15. The question under reference is whether the retirement of Ghosh was justified. The management has, as I have stated earlier, in its written statement and at the hearing, argued that the retirement was justified because (1) it was one of the conditions of service of Shri Ghosh that he would be retired at the age of 60 years and (2) that there was a practice in the company to retire its workmen at the age of 60 years. It is conceded on behalf of the company that the only ground on which the retirement is sought to be justified is that Ghosh had by 1st January 1961 attained the age of 60 years..

16. Now, with regard to the company's contention that it was a service condition of Ghosh that he should be retired from service on attaining the age of 60 years, it is conceded that Ghosh's letter of appointment as time-keeper issued to him on 30th August 1947 (Exhibit W-1) does not contain any stipulation regarding the superannuation age, much less the stipulation that he would be retired on attaining the age of 60 years. It is further admitted that the standing orders of the Nowrozabad Colliery which were certified in the year 1953—six years after Ghosh joined service in 1947 about two years after the company's circulars of 1951—do not contain any service condition that the workmen shall be retired on reaching the age of 60 years. The management has heavily relied upon its two circulars dated 23rd May 1951 and 26th October 1951 (Exhibits E-8 and E-9) by the first of which the monthly paid employees were intimated that it had been decided by the Board of Directors that employees be retired normally at the age of 60 and they were called upon to furnish particulars of their dates of birth with satisfactory proof thereof, and by the second of which they were reminded to furnish those particulars within 48 hours. It is admitted that Ghosh has put his initials on both these circulars. It is also true that in the statements which the Manager of the Nowrozabad Colliery forwarded to the Head Office of the Company at Bombay by covering letter dated 28th March 1952 (Ex. E-13 collectively) Ghosh's year of birth was shown as being 4/1900 (April, 1900). It has been strenuously argued by Shri Khambatta, learned Counsel for the company, that as Ghosh signed these two circulars (Exhibits E-8 and E-9), and as the company had exhibited its notices dated 4th January 1956 (Ex. E-16) and 26th June 1960 (Ex. E-17) on the notice boards of the Colliery, it must be held that Ghosh had accepted it as a condition of his service that he would be liable to be retired from the company's service on reaching the age of 60 years. The union has strenuously denied that the notices dated 4th January, 1956, and 26th June, 1960, (Exhibits E-16 and E-17) were at all displayed on the notice boards of the colliery. Shri Khambatta's contention is that by having put his signatures on exhibits E-8 and E-9, Ghosh must be deemed to have accepted the liability to be retired on attaining the age of 60 years. I do not think there is any substance in this contention. The only thing that the workmen were required under these two circulars (Exs. E-8 and E-9) was to intimate to the management their correct

dates of birth and to furnish particulars in proof of the date stated by them. It is impossible to hold that in signing these circulars the workmen had agreed to 60 being the age of their retirement. Even assuming that the notices of 4th January, 1956, and 26th June, 1960, (Exs. E-16 and E-17) were exhibited on the notice boards of the colliery, that would not mean that Ghosh and the other workmen and employees who had joined service earlier were bound by 60 years as being their retirement age. I do not think it necessary to go into the disputed question whether the company's notices dated 4th January 1956 and 26th June 1960 were displayed on the Colliery notice boards, as by the company's circulars of 1951, (Exs. E-8 and E-9) Ghosh had already notice of 60 years having been fixed as the age of retirement. The Hon'ble Supreme Court in the case of Guest Keen Williams (P) Ltd., vs. Sterling (P.J.) and others (1959 II LLJ. page 405) has held that where there was not rule of retirement when an employee joined service, a subsequent provision in the standing orders certified later regarding the retirement age would not be binding on the workmen who joined prior to the framing of the standing orders. The same principle and reasoning would apply if the company on its own one sided action informs the workmen that it had decided to fix an age of retirement. Surely the circulars (Exs. E-8 and E-9) and notices (Exs. E-16 and E-17) cannot take the case further than the case of a provision fixing the age of retirement in Standing Orders, certified subsequent to the date the workman joined service. If an age of retirement fixed by Standing Orders certified subsequent to the workman joining service cannot bind the workman who joined service earlier, surely an age of retirement fixed by a subsequent unilateral action of the management cannot be made binding on workmen who had joined service earlier. Shri Khambatta has sought to distinguish the present case from the case of Guest Keen Williams by arguing that the two circulars of the Company issued in 1951; (Exhibits E-8 and E-9) the statement forwarded to the head office (Exhibit E-13B) and the notices dated 4th January 1956 and 26th June 1960 (Exhibits E-16 and E-17) constituted a condition of service which Ghosh must be deemed to have accepted if not directly at least by implication. In my opinion these documents cannot possibly be construed as constituting an agreement either express or implied. The language of the circulars shows that there was no agreement. The workmen were only furnishing particulars with regard to their age as asked for them by the management, no doubt, because as stated in the circular dated 23rd May 1961, the Directors had decided that the workmen should be normally retired on reaching the age of 60 years. But in my opinion by merely furnishing the particulars it cannot be said that they had accepted the condition of service, which would be adverse to their interests, of being liable to be retired on attaining the age of 60 years. If the furnishing of the information was to bind the workmen to this new and adverse condition of service, then surely the company should also have taken an endorsement from each workmen to the effect that he agreed to this new condition of service. Relying on the decision of their Lordships of the Supreme Court in the case of Guest Keen Williams, I would hold that as the conditions of service of Shri Ghosh as stated in his letter of appointment exhibit W-1 did not contain any condition with regard to the retirement age being 60 years and there was no provision in the standing orders which were certified subsequently in 1953 with regard to the age of retirement being 60 year, there was no binding condition of service by which Ghosh could have been automatically retired at the age of 60 years as has been done.

17. The next question to consider is whether the company has established a practice to retire its workmen at the age of 60 years as pleaded by it in its written statement. The company seeks to establish the practice with reference to only three cases where the workmen were retired after they had reached the age of 60 years. These three cases were of workmen who were retired after attaining the age of 60 years without payment of any gratuity or compensation and were those of (1) Tulsidas, an overman who was monthly paid, (2) Jai Ram, explosive carrier and (3) Jaggi, a carpenter, the latter two being daily paid. In its written statement at paragraph 2(g) the company has stated that the retirement rule has been in force in the company and that the company had served a notice on 3rd March 1955 on one Shri Tulsidas, overman and actually retired him from service on and with effect from 1st January, 1956. It was admitted at the hearing that Tulsidas was retired after he had completed the age of 62 years and from the statements before the Conciliator as recorded in the failure Report dated 18th January 1961 in this case, and the admitted facts recorded in my award Part II dated 12th April, 1960, in an earlier dispute between this company and its workmen on a similar issue of the justification of the retirement of certain number of workmen therein named (Government of India Gazette Part II section 3(ii) dated 7th May 1960 at pages 1450 to 1454) it

is clear that far from workmen being retired at the age of 60 years there were cases of workmen being allowed to continue in service for many more years after reaching the age of 60 years and in fact of certain workmen having been taken in service even after they had completed 60 year of age. On these facts, I am not at all satisfied that there has been a practice in the company to retire the workmen on their attaining the age of 60 years. The very fact that the solitary instance of only one workman viz., Shri Tulsidas—and who in fact was retired on reaching the age of 62 years—could be cited by the company in proof of the existence of this practice is sufficient to reject the company's claim of the existence of any such practice.

18. Shri Khambatta has further relied upon the company's leave rules 11(a) and 11(b) in support of the contention that Ghosh had accepted 60 as his retirement age. Now, the Leave Rules (Exhibit E-7) are admittedly applicable to the monthly paid staff at the Cement Works of the Associated Cement Cos. Ltd., and also at its collieries, and rules 11(a) and 11(b), on which Shri Khambatta relies, as follows:—

“(a) “Except as provided in Rule 11(b) below, salary in lieu of privilege leave is paid only in the following cases:—

Termination of service due to continued ill-health, death, retrenchment, retirement on reaching the age of 60 or any other cause beyond the control of the employee.

(b) Privilege leave earned by employees in accordance with the above Rules except the additional leave permitted under Rule 7) shall be creditable to the leave account as to one-half of such leave to “enjoyable leave account”, and as to the other half to “encashable leave account.” The leave credited to the former account must be enjoyed and cannot be encashed except as under Rule 11(a) above. The leave credited to the latter account may either be encashed or availed of as leave, at the discretion of the employee subject to the condition that encashment is permissible only when the employee proceeds on at least 15 days' leave.

Now, it is admitted that under Rule 11(b) Ghosh had encashed half his privilege leave on two occasions, once in 1957 and the second time in 1960. On this admission, Shri Khambatta has argued that Ghosh having availed himself of the benefits under rule 11(b) must be deemed to have accepted the retirement age of 60 years referred to in rule 11(a). It is impossible to accept this contention. It is quite clear that the provisions of Rules 11(a) and 11(b) are distinct and separate and that Rule 11(a) applies only in the case of payment of salary in lieu of privilege leave in the event of termination of service due to continued ill-health, death, retrenchment, retirement on reaching the age of 60 or any other cause beyond the control of the employee. The fact that Ghosh had under Rule 11(b) encashed half his privilege leave on two occasions, once in 1957 and the other in 1960, cannot possibly make Rules 11(a) applicable to him. The leave that was encashed evidently belonged to the encashable leave account, which has no connection with payment in lieu of leave on retirement on reaching the age of 60 years. I, therefore, reject the contention of Shri Khambatta and hold that the fact that Ghosh had availed himself of the benefits of Rule 11(b) cannot by implication or otherwise make retirement at the age of 60 years as one of the binding conditions of his service with this company.

19. It was next argued by Shri Khambatta that considering the facts and circumstances of the case retirement at the age of 60 years must be considered fair and reasonable. He has in this connection referred to Rule 28 of the Coal Mines Regulations which provide 55 as the age of retirement for certain categories of workmen in coal mines. But as pointed out by Shri Chougule for the union, even these underground workmen who are directly connected with the extraction of coal, continue beyond the age of 60 years on production of medical certificate. There can be no comparison between the manual worker working underground in a colliery and the monthly paid clerical staff working on the surface.

20. Shri Khambatta has next relied upon an award published in the Government of India dated 30th December 1961 at pages 3402 and 3406 by which the age of retirement was fixed at 60 years. That was an arbitration award in respect of the Collieries of the National Coal Development Corporation and the award it appears was by consent. It is, however not known what retirement benefits the workmen who were to be retired at the age of 60 years were to receive in that concern.

21. Shri Khambatta next relied upon a passage at page 415 of the Supreme Court's judgment in the case of *Guest Keen Williams Private Ltd., vs. Sterling*

P.J. and others, where their Lordships had stated that in the circumstances of that case they felt no difficulty in fixing the age of superannuation at 60 years, and the option in the workman to continue in service even thereafter as being wholly unreasonable and inconsistent with the notion of fixing the age of superannuation itself. Shri Chougule on the other hand has rightly drawn attention to a later passage in the judgment of their Lordships, where their Lordships have stated the reason for refusing reinstatement in service to the 43 workmen concerned in that dispute. Their Lordships observed:—

“Besides, as we have already pointed out they have accepted the order of retirement without protest and have voluntarily and willingly received their provident fund, gratuity, as well as presents given to them by the appellant. The appellant has also appointed relatives of these retired men. He would therefore direct that none of them is entitled to reinstatement.”

22. Now, it is admitted that Ghosh was not paid any gratuity or any retirement benefit except his provident fund dues when he was retired with effect from 1st January 1961. However, in the company's letter dated 24th December 1960 (annexure B to the union's written statement), which is admitted, it had stated that this was a case of normal retirement, retirement on reaching the superannuation age of 60 years and that he was eligible to the retirement benefits that were in force at the colliery. This would suggest that Ghosh would have been entitled to some form of retirement benefits. But it was made clear that Ghosh was not entitled to nor paid any retirement benefits or any compensation for his 15 years' service except the payment of his provident fund dues. The union has urged before me that the retirement of Ghosh after 15 years' service on reaching the age of 60 years without any gratuity or compensation must be held to be unjustified. In view of the fact that his letter of appointment and the standing orders had not prescribed any age of retirement, I am of the opinion that there is substance in this contention. I feel that the retirement of Ghosh on attaining the age of 60 years without payment of any compensation for his 15 years' service must be held to be unjustified and I hold accordingly.

23. Now, with regard to the question of the relief to be granted the union has urged that he should be ordered to be reinstated in service. I do not think that claim is justified considering that Ghosh is already 60 years old. But whilst I would not direct his reinstatement, I think he should be entitled to some relief by way of compensation to him for his 15 years' continuous service. As stated earlier, the monthly paid employees of this company at its Cement Works are paid gratuity on retirement based on length of service. The union has in an application filed before me on 28th March 1962 stated that it had reason to believe that a provision was being made in the books of the Colliery towards gratuity for all monthly paid employees of the colliery upto the year 1956 and it wanted the company to produce all the relevant documents in this regard in respect of the Nowrozabad Colliery for the period from 1st January 1951 to 31st February 1956. The company in its reply to this application dated 29th March 1962 submitted that the information sought for by the union was entirely irrelevant and had no bearing whatsoever on the question of retirement of Shri N. N. Ghosh in the present reference. It did not in its reply specifically deny that no provision was being made towards payment of gratuity in the books of accounts of the Colliery. I, however, requested Shri Khambatta, learned Counsel for the company to look into the records that were available at Jabalpur to see whether any such provision was being made and Shri Khambatta informed me that from an examination of the records available at Jabalpur, he had found that no such provision for gratuity appears to have been made. But the fact does remain that the monthly paid employees of the Cement Works of the company are entitled to gratuity on retirement on reaching the age of superannuation. In my Award Part II in Reference No. 1 of 1960 on demand No. 1 which related to the question whether the retirement of five workmen of this very colliery viz., the Nowrozabad Colliery, named therein, was justified or not and whether they were entitled to any relief, I had, relying upon the decision of Guest Keen Williams Ltd., held that the retirement was not justified and had awarded those of the five workmen who had put in more than 10 years' service, compensation equivalent to five months' basic wages and those who had put in more than five years' but less than 10 years' service, compensation equivalent to three months' basic wages. Adopting the same basis of compensation, I award to Shri N. N. Ghosh compensation equivalent to 5 months' Basic Wages, the compensation to be calculated on the basis of the basic pay drawn by him on the date he was retired from service i.e. on 31st December 1960. I further direct that this compensation should be paid to Shri N. N. Ghosh within a month of this award becoming enforceable.

24. As the union has succeeded partially I award Rs. 100 as costs to the union, to be paid within a month of this award becoming enforceable.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

[No. 2/17/61-LRII.]

S.O. 1945.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Majri Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

REFERENCE No. CGIT-27 of 1961

Employers in relation to the Majri Colliery

AND

Their Workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Employers—Shri S. K. Sengupta, Engineer, Majri Colliery.

For the Workmen—Shri N. T. Khadgie, Advocate with Shri S. K. Sanyal, General Secretary, Samyukta Khadan Mazdoor Sangh, Nagpur.

Dated, Bombay, the 29th May, 1962.

STATE: Maharashtra.

INDUSTRY: Coal.

AWARD

The Government of India by Ministry of Labour and Employment's Order No. 2/138/61-LRII, dated 5th August, 1961, made in exercise of the powers conferred by clause (d) of sub-section (1), of Section 10 of the Industrial Disputes Act, 1947, (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the subject matters specified in the following schedule to the said order, to me for adjudication:—

SCHEDULE

"Whether the management of Majri Colliery is justified in not paying the wages laid down in the Award of the All India Industrial Tribunal (Colliery Disputes) as modified by the Decision of the Labour Appellate Tribunal to Sarvashri Muka Ramdayal and Shivram Kisan, who have been engaged for supplying water to the Officers' and Staff Quarters. If not, what relief should be given to them?"

As the parties failed to file their written statements in spite of notices of this Tribunal dated 26th August 1961 and 4th October 1961, the dispute was fixed for hearing at Bombay on 29th November 1961, whereupon Shri S. K. Sanyal, General Secretary, Samyukta Khadan Mazdoor Sangh filed the written statement of claim on behalf of the workmen dated 28th November 1961 and on ground of the workers' convenience, applied that the dispute be heard at Nagpur. Accordingly, the dispute was fixed for hearing at Nagpur and was taken up for hearing on 28th May, 1962, when after some discussion the parties filed a joint application recording the terms of settlement reached between them and prayed for an award in terms thereof. A copy of the joint application of the parties is annexed hereto and marked as Annexure 'A', and as I am satisfied that the terms of settlement are fair and reasonable I accept the same and make an award in terms thereof.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial
Tribunal, Bombay.

ANNEXURE 'A'

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
BOMBAY AT NAGPUR.**

IND. REF. 27 OF 1961

FIXED FOR 28-5-1962.

Employers in relation to the Majri Colliery and their Workmen.

The parties to the above dispute have reached the following settlement and an award in terms thereof be given.

1. The parties are agreed that the management of the Majri Colliery shall pay to Shri Muka Ramdayal and Shri Sheoram Kisan who have been engaged in supplying water to the officers and staff quarters, wages and allowances as prescribed for Category I workmen in Award dated 26th May 1956 of the All-India Industrial Tribunal (Colliery Disputes) as modified by the decision of the Labour Appellate Tribunal dated 30th January 1957 and as amended upto date with effect from 1st March 1962.

2. The Management shall pay to-day Rs. 100.00 as cost to the workmen's Union (Samyukta Khadan Mazdoor Sangh) and Rs. 250.00 to each of the workmen—(total Rs. 600.00).

NAGPUR:

Dated: 28-5-1962.

For Employers of the
Majri Colliery,

Sd./- S. K. SEN GUPTA,
Duly Authorised Agent.
Sd./- Illegible.

Witnesses:

1. L. T. I. OF

MUKA RAMDAYAL.

For Workmen, the Samyukta
Khadan Mazdoor Sangh,

Sd./- S. K. SANYAL,
General Secretary.

Before me,

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Nagpur, 28-5-1962.

[No. 2/138/61-LRIL.]

S.O. 1946.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the East Bastacolla Colliery, Dhanbad and their workmen.

**BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL, PATNA.**

REFERENCE No. 76 OF 1961/8 OF 1962.

Employers in relation to the East Bastacolla Colliery, Dhanbad

AND

Their Workmen.

For the Management—Shri S. K. Mazumdar, Advocate.

For the Workmen—Shri Shankar Bose, Central Executive Committee Member,
Colliery Mazdoor Sangh, Dhanbad.

Dated the 30th May, 1962.

AWARD

Under Section 10, sub-section (1), clause (d) of the Industrial Disputes Act, 1947, the Central Government have referred this industrial dispute between the management of the East Bastacolla Colliery and their workmen to this Tribunal for adjudication. The dispute is as follows:—

“Whether the suspension of Shri Jagan Nath Mahato, trammer, for ten days in June 1961, by the management of East Bastacolla Colliery was justified? If not, to what relief is he entitled?”

2. The facts lie within a short compass. Jagannath Mahato is a trammer and has been working in this colliery for the last 9 or 10 years. The allegation

of the management is that on the night between 13th and 14th June, 1961 he and one Bideshi Mahato, another trammer, were found sleeping underground during duty hours in shift No. 3. It is said that while they were asleep their lanterns were removed by one Sattar Mian and deposited with the authorities. Charge-sheets were issued against both these workmen on 14th June, 1961. Bideshi Mahato in his explanation admitted his guilt. His case was that the trammers were cleaning the tubs on the surface made great delay in sending back the empties with the result that he felt drowsy while waiting and fell asleep as he was "weary and tired". Jagannath Mahato, however, denied the charge. His case was that owing to delay in receipt of the empties he and Bideshi sat down and commenced chatting at the crossing of the tenth level after dimming their lamps which were kept at some distance. It was alleged that miners who had been coming and going by that route must have stolen his lamp while he was engaged in talking with Bideshi Mahato. It was further stated that as soon as he detected the missing of the lamp he reported the matter to Shri S. P. Mukherjee, Overman at about 5 A.M. He totally denied that he had slept while he was on duty. The explanation further alleged that Shri Sattar Mian was a member of the rival union for the last few months and he must have done this mischief in order to create difficulties for him. What happened after the submission of the explanation is not clear from the record. The case of the management is that on the 17th the Manager and his peon verbally informed Jagannath Mahato that the enquiry will be taken up on that day but that he refused to attend it and went away. On 19th June 1961 the Manager passed the following order:—

"With reference to your reply of charge-sheet, dated 14th June 1961 I cannot agree that Shri Sattar Mian is an enemy of yours because he belongs to a rival union. I also do not agree that you were not asleep. You were asleep hence your lantern could be taken away.

In the circumstance, I suspend you for ten days and warn you that your next offence will mean your instant dismissal."

The contention of the union is that the order of suspension was arbitrary and unjustified and was passed with a view to ultimately dismiss Shri Jagannath Mahato for his trade union activities. It is asserted that the suspension order was made without holding any enquiry and there was, therefore, a violation of the principles of natural justice.

3. The management on the other hand contends that the dispute in the instant case is an individual dispute and the reference is, therefore, bad in law. It is alleged that the Colliery Mazdoor Sangh has no members in East Bastacolla Colliery and the management is not aware of the existence of any branch of this union in the above colliery. According to the management a charge-sheet was duly issued against Jagannath Mahato and after his explanation was obtained an enquiry was held in which he and Bideshi Mahato were found guilty of the charge of sleeping in the mine.

4. The contention of the management that the present dispute is an individual dispute and does not come within the purview of Section 2(k) is without any substance. There is satisfactory evidence to show that the Colliery Mazdoor Sangh has been operating in this region and that about 150 employees of the colliery are members of this union. All that Mr. Mazumdar urged at the hearing was that the union was an unrecognised union. It is admitted that the Colliery Mazdoor Sangh is a registered union. This union has taken up the cause of the employee in question. As to what constitutes an industrial dispute within the meaning of Industrial Disputes Act, 1947 has been considered from time to time by the Supreme Court and the various High Courts. It is now well-settled that a single employee's case might develop into an industrial dispute when it is taken up by a trade union of which he is a member. Taking into consideration the whole tenor of the Act it is apparent that what is really needed to be investigated in the dispute by an individual worker is as to whether the individual worker's case has been sponsored by any of the workers of his industry or by the union of which he is a member. Evidence has been led in this case to show that Jagannath Mahato is a member of this particular union. That being so, the contention of the management that the reference is bad in law must fail.

5. The question for consideration next is whether there was any *bona fide* enquiry as alleged by the management. The evidence shows that the workman was duly charge-sheeted and an explanation was obtained from him. There is, however, not a scrap of paper to show that any enquiry was in fact held. The management relies upon the alleged statement of Sattar Mian said to have been recorded by the Manager. There is, however, nothing to indicate in this document when exactly this statement was recorded. It does not bear the signature of the Manager nor does it show when it was recorded. Sattar Mian was not

produced in court nor was the Manager examined to show when he recorded the statement. In the absence of any reliable evidence on the point it is somewhat difficult to hold that this statement came in existence in the course of the alleged enquiry. It is significant that the witness, whose evidence is said to have been recorded, was not cross-examined. The evidence of the Head Clerk (M.W. 1) is that on the date the explanation was submitted the Manager and his peon had told Jagannath Mahato that the enquiry would be taken up on that day. I find it difficult to accept the correctness of this statement in the absence of any document. No explanation is forthcoming as to why a written information about the time of enquiry was not conveyed to the worker. There is another circumstance which deserves consideration. In the final order there is absolutely nothing to indicate that any enquiry was actually held. The trend of the order rather is that the finding of guilt was based merely on the unsatisfactory nature of the explanation. I quote below the order of the Manager dated 17th June 1961 recorded on the explanation itself:—

"I cannot agree that Shri Sattar Mian is an enemy of yours because he belongs to a rival union. I also do not agree that you were not asleep. You were asleep hence your lantern could be taken away. In the circumstances, I suspend you for ten days and warn you that your next offence will mean your instant dismissal."

will be noticed that there is no indication in this order that any enquiry was actually held or that any evidence was recorded. That being so, I hold that the punishment of the workman was not preceded by a fair enquiry. It must be held that the workman had no opportunity to adduce evidence and participate in the proceedings. Clearly there was a violation of the principle of natural justice.

6. This finding, however, does not automatically entitle the workman to a reversal of the order. The question being at large it is necessary to determine whether on the merits the order of suspension is justified. It is true that there is no oral evidence in support of the charge. The Head Clerk (M.W. 1) has no personal knowledge as to what happened underground on that night. The substantial evidence against the workman, however, is overwhelming. Firstly the lantern of the workman had been removed by somebody under duress. The inference is irresistible that this could be possible only if the workman was, as alleged by the management, asleep. In his evidence the workman has alleged that Sattar Mian maliciously removed the lantern while he was wide awake. This is a story which is hard to believe. In the first place it is in conflict with his explanation where he stated "that some one had stolen his lamp while he was engrossed in talking". In the second place, if Sattar Mian had attempted to remove the lantern while the workman was awake he would undoubtedly have resisted the removal. At the time the workman immediately went to the authorities and complained about the removal. If, therefore, the workman's story as to Sattar Mian removing the lantern is rejected and it is held, in accordance with the evidence, that he was not aware who actually removed the lantern, that the removal took place while he was asleep. In the circumstances, his companion, frankly stated that he had fallen asleep. It must be taken into consideration in this connection that when a workman is asleep one falls to understand with whom the lantern is removed. Therefore, it is that the charge that the workman was asleep during duty hours has been established.

Regulations, 1957 clearly lays down that if a workman is found asleep during duty hours he is liable to be punished under Rule 18(g) of the Standing Orders. If he is found asleep during duty hours he is liable to be punished under Rule 18(g) of the Standing Orders.

New Delhi, the 16th June 1962

S.O. 1947.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Patna, in the industrial dispute between the employers in relation to the 6 and 7 Pits Colliery of Jamadoba Colliery, Post Office Jealgora, District Dhanbad, and their workmen.

BEFORE SHRI H. K. CHAUDHURI, PRESIDING OFFICER, CENTRAL GOVERNMENT'S INDUSTRIAL TRIBUNAL, PATNA.

REFERENCE No. 75 of 1961/7 of 1962.

Employers in relation to the 6 and 7 Pits Colliery of Jamadoba Colliery, P.O. Jealgora, District Dhanbad.

Versus

Their Workmen.

For the Management—Shri S. N. Singh, Welfare Officer.

For the Workmen—Shri Chinmoy Mukherjee, President, Bihar Koyla Maza Sabha.

Dated the 1st June, 1962.

AWARD

By notification No. 2/116/61-LRII, dated the 12th October, 1961 this industrial dispute between the employers in relation to the 6 and 7 Pits Colliery Jamadoba Colliery and their workmen has been referred by the Central Government to this Tribunal under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act. The specific matter in dispute is as follows:—

“Whether the management was justified in terminating the services of Shri Ranjit Singh. If not, to what relief is he entitled?”

2. Ranjit Singh, the workman in question, had been working as a mazdoor in this colliery which is owned by Messrs. Tata Iron & Steel Co. Ltd., 2nd January, 1957. At first he was appointed as a water mazdoor and was employed as an explosive carrier in which capacity he worked services were terminated on the 13th March, 1961. It is contended by the workman having held the job of an explosive carrier at the same long period without interruption fulfilled all the conditions for appointment as a permanent employee as per the Standing Orders of the colliery submitted that the termination of his service with effect from 13th March 1961 was entirely illegal. The termination is challenged also on the ground that it contravenes sections 25F and 25G of the Industrial Disputes Act. The prayer of the workman is that he should be reinstated with

3. The management in its written statement pleaded that Shri Ranjit Singh was appointed on 2nd January, 1957 as a substitute workman and was working as and when there were vacancies in the colliery. It is submitted that he did not fulfil the conditions for appointment as a permanent employee and was not even put on probation. According to the management he worked as water mazdoor in place of Shri Ranjit Singh from 13th March, 1961 to 6th January, 1958. He could not, however, be reinstated as he was engaged in various other work which he temporarily worked. It is submitted that he was not in any permanent vacancy position. Continuing the management contended that many temporary/badli workmen were employed in the colliery and their conditions were discussed in the union meeting. The management contended that the workman was not entitled to be reinstated.

4. The first important question for determination, therefore, is whether the workman's claim that he had acquired the status of a permanent worker prior to the termination of his service is correct. It is undisputed that Ranjit Singh was appointed as a temporary/substitute worker. The statement relating to the service record of Ranjit Singh (Ext. A) filed by the management shows that he worked in different vacancies for temporary period between 2nd January, 1957 and 13th March, 1961 with occasional breaks. The three appointment cards produced by the workman show that his status was always described as temporary. The union, however, relies upon the agreement between the management and the Colliery Mazdoor Sangh arrived at on the 3rd May, 1961 (vide Ext. B). The relevant clause of this agreement is as follows:—

"The Deputy Agent agreed and after much discussion it was finally decided that all those badli workers who had worked continuously for a period of 3 months in the same permanent vacancy would all be absorbed in those vacancies and the Chief Mining Engineer's order in regard to the stoppage of appointment of Badli workers would be enforced strictly thereafter. It was also agreed that for the purpose of implementing this decision 3 months' continuous service would mean 3 months' service with a break of not more than 3 days."

The question for consideration is whether the case of Ranjit Singh is covered by this clause. In other words, we have to see whether there are materials to show that the workman was in continuous service in the same permanent vacancy for 3 months without a break of not more than 3 days. Now the statement filed by the management (vide Ext. A) shows that Ranjit Singh served in the same vacancy for more than 3 months without a break of more than 3 days during the following periods:—

(a) 12-1-57 to 13-4-57.

(b) 27-4-57 to 4-1-58.

The question next is whether the vacancies in which he worked were permanent. On this point the evidence furnished by Ext. A shows that during the second period i.e. between 27th April, 1957 and 4th January, 1958 Ranjit Singh had worked in place of one Badal Roy, water mazdoor. The remark against this period in the statement is as follows:—

"Worked in place of Badal Roy, Water Mazdoor who worked exp. carrier in place of Tarapada III Exp. carrier, who was acting as S.F.S. and also on leave in between the period."

The management has adduced no evidence to show that the vacancy in the post of S.F.S. was not a permanent one. The records were in possession of the management and the point could well have been proved by producing the relevant papers. We cannot, in the absence of these papers, presume that the vacancy in the post of S.F.S. was a temporary vacancy. Rather the fact that this vacancy continued from April, 1957 to January, 1958 gives rise to the inference that it was not a temporary but a permanent vacancy. I, hold, therefore, that Ranjit Singh must be deemed to have held a permanent vacancy within the meaning of the agreement dated the 3rd May, 1961 at the time his services were dispensed with.

5. The contention of the union that it was a case of retrenchment and that the management had retrenched the workman in contravention of Section 25F of the Industrial Disputes Act is also substantial. Admittedly the notice required under that section was not served on the workman nor was any compensation paid to him. The contention of the management that it was not a case of retrenchment cannot be accepted. "Retrenchment" has thus been defined in Section 2(oo) of the Industrial Disputes Act:—

"Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—
(a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or (c) termination of the service of a workman on the ground of continued ill-health."

The termination by the employer of the service of Ranjit Singh in this case was not as a punishment inflicted by way of disciplinary action. It is not a case of voluntary retirement or retirement on reaching the age of superannuation.

or termination of the service on the ground of continued ill-health either. That being so, it must be held to be a case of retrenchment.

6. Section 25F further lays down the condition that the workman must have been employed in the industry in continuous service for not less than one year. Section 25B lays down how the period of one year is to be computed and what is to be deemed as "continuous service" for the purpose of Section 25F. This is what Section 25B provides:—

"For the purposes of sections 25C and 25F, a workman who, during a period of twelve calendar months, has actually worked in an industry for not less than two hundred and forty days shall be deemed to have completed one year of continuous service in the industry."

We are not concerned with the rest of the Section. The statement (Ext. A) proves beyond doubt that Ranjit Singh has actually worked in this colliery for not less than 240 days during a period of 12 calendar months. Section 25B has been interpreted in the case of Alcock Ashdown & Company Ltd., (1956 I L.L.J. 634). In this case the learned Tribunal has observed as follows:—

"He must satisfy two conditions before he can claim the benefits afforded by Sections 25C and 25F. The first condition is that he must have put in 12 calendar months of service in the company. The second condition is that during this period of 12 calendar months he must have actually worked for not less than 240 days. Unless he satisfied both these conditions he cannot claim to be in one year's continuous service within the meaning of Section 25B."

Both these conditions have been satisfied in the present case. There is, therefore, no doubt that the workman is entitled to the benefits of Section 25F of the Industrial Disputes Act. There was manifestly a contravention of this Section by the management. That being so, the workman's claim for reinstatement must succeed. I direct that the workman be reinstated with full back wages with effect from 13th March, 1961. I further allow Rs. 50/- as cost to the worker.

7. I make my award accordingly.

Sd./- H. K. CHAUDHURI,
Presiding Officer,
Industrial Tribunal, Patna,
1-6-62.

Recorded at my dictation and corrected by me.

Sd./- H. K. CHAUDHURI,
Presiding Officer, I.T., Patna.

[No. 2/116/61-LRIL]

ORDER

New Delhi, the 15th June 1962

S.O. 1948.—Whereas the Central Government is of opinion that an industrial dispute exists between the 8 Ochre Mine Owners of Jaitwara area, Post Office Jaitwara, District Satna, specified in Schedule I annexed hereto, and their workmen in respect of the matters specified in Schedule II annexed hereto;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of subsection (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE I

1. The Proprietor, Harrish Mineral Supply Company, Jaitwara.
2. The Proprietor, Jailal Bharatlal, Jaitwara.
3. The Proprietor, Neogy and Sons, Jaitwara.
4. The Partner, Lachhilal and Company, Jaitwara.
5. The Partner, Sheoratanlal, Jaitwara.
6. The Partner, Ram Pyare and Sons, Jaitwara.
7. The Partner, Hiralal Rameshwar Prasad, Jaitwara.
8. Messrs, Munnalal Pansari, Satna Stock, Jaitwara.

SCHEDULE II

(1) Whether the present wage rates of the following categories of workmen employed in the Ochre Mines of Jaitwara area of the aforesaid employers are satisfactory; if not, to what revision of wage rates they are entitled and from which date:—

- (i) Assistant Managers, (ii) Clerks and Supervisors, (iii) Mates, (iv) Time-rated male labour, (v) Time-rated female labour, (vi) Piece-rated male labour, (vii) Piece-rated female labour.

(2) Whether the persons who are employed as mine managers in the Ochre Mines of the aforesaid employers in Jaitwara area are "workmen" under the provisions of the Industrial Disputes Act; and if so, whether they are entitled to the revision of their wage rates and to what extent and from which date?

(3) Whether the workers employed in the Ochre Mines of the aforesaid employers in Jaitwara area are entitled to payment of bonus and if so, the quantum thereof and the date from which the same should be paid?

(4) Whether the workers in the aforesaid mines are entitled to the introduction of the Provident Fund Scheme; if so, what should be its structure?

(5) Whether the aforesaid workers are entitled to wages for the Republic Day (26th January) and Independence Day (15th August) and if so, from which year? Whether they are entitled to any other festival holidays and if so, from which year?

(6) Whether the aforesaid employers are liable to provide any medical aid to the workers in the aforesaid mines; if so, at what scale?

(7) Whether the workers employed in the Ochre Mines of the aforesaid employers are entitled to wages, lay-off compensation or any other relief during the period the mines were and are closed in rainy season; and if so, the quantum of such relief and the date from which the said relief is admissible?

(8) Whether the employers are liable to establish any primary school for the education of the children of the workers employed in their mines?

(9) Whether the employers who employ less than 100 workers are liable to make the workers permanent; and if so, what should be the eligibility for such permanency and to what relief the existing workers are entitled?

(10) Whether the workers employed by the aforesaid employers are entitled to any sick leave; if so, at what rate?

[No. 22/18/62-LRII.]

A. L. HANDA, Under Secy.

New Delhi, the 15th June 1962

S.O. 1949.—The following draft of rules further to amend the Coal Mines Labour Welfare Fund Rules, 1949, which the Central Government propose to make in exercise of the powers conferred by section 10 of the Coal Mines Labour Welfare Fund Act, 1947 (32 of 1947), is published, as required by sub-section (i) of the said section, for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 15th July, 1962.

2. Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

Draft Amendment

1. These rules may be called the Coal Mines Labour Welfare Fund (Amendment) Rules, 1962.

2. In the Coal Mines Labour Welfare Fund Rules, 1949, in sub-rule (1) of rule 8, for the words "or dies", the words, "or is deemed, under rule 11, to have resigned his office, or is declared, under rule 12, to have vacated his office, or dies" shall be substituted.

[No. 1/9/62-MII.]

A. P. VEERA RAGHAVAN, Under Secy.

